DPS Order Form Template and Order Schedules)Crown Copyright 2021

DPS Order Form Template and Order Schedules

Order Form

ORDER REFERENCE: Acas 27386

THE BUYER: The Advisory, Conciliation and Arbitration

Service (Acas)

BUYER ADDRESS Acas National 14 Westfield Avenue Stratford

London E20 1HZ

THE SUPPLIER: MHP Group Limited, wholly owned subsidiary of

Next15 Communications Group plc.

SUPPLIER ADDRESS: 60 Great Portland Street, London, W1W 7RT

REGISTRATION NUMBER: 14106014

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 05/03/2025. It's issued under the DPS Contract with the reference number Acas27386 for the provision of Communications and External Affairs Channel Analysis.

DPS FILTER CATEGORY(IES):

Not applicable

RM6124 – Communications Marketplace DPS Project Version: v1.0

Model Version: v1.3

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ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6124
- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6124
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for Acas27386
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 20 (Order Specification)
- 4. CCS Core Terms (DPS version) v1.0.3
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6124
- 6. Order Schedule 4 (Order Tender)

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

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract: None

ORDER START DATE: 10/03/2025

ORDER EXPIRY DATE: 12/05/2025

ORDER INITIAL PERIOD: 2 Months

DELIVERABLES

Option B: See details in Order Schedule 20 (Order Specification)]

RM6124 – Communications Marketplace DPS

Project Version: v1.0 Model Version: v1.3

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MAXIMUM LIABILITY

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

In accordance with Clause 11.6, the Supplier's total aggregate liability in each Contract Year under Clause 14.8 is no more than the Data Protection Liability, being £1,000,000.00 excluding VAT.

ORDER CHARGES

Option B: See details in Order Schedule 5 (Pricing Details)]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment shall be made via BACS.

Invoices payable upon receipt of invoice and Purchase Order. Payment shall be made on Acceptance of the Deliverables.

BUYER'S INVOICE ADDRESS:

BUYER'S AUTHORISED REPRESENTATIVE

Communications Strategist

Acas, 14 Westfield Avenue, London E20 1HZ

Head of Comms

Acas. 14 Westfield Avenue, London E20 1HZ

BUYER'S ENVIRONMENTAL POLICY

NA

BUYER'S SECURITY POLICY

https://www.gov.uk/government/publications/security-policy-framework

Model Version: v1.3

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SUPPLIER'S AUTHORISED REPRESENTATIVE

Head of Studio

60 Great Portland Street London W1W 7RT

SUPPLIER'S CONTRACT MANAGER

Head of Studio

W1W 7RT

PROGRESS REPORT FREQUENCY

[Insert report frequency: On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

[Insert meeting frequency: Quarterly on the first Working Day of each quarter]

KEY STAFF

Head of Studio

Head of Digital

Project Manager

All staff at: 60 Great Portland Street London W1W 7RT

KEY SUBCONTRACTOR(S)

NA

E-AUCTIONS

NA

COMMERCIALLY SENSITIVE INFORMATION

RM6124 – Communications Marketplace DPS

Project Version: v1.0 Model Version: v1.3

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As outlined in DPS Joint Schedule 4

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

SOCIAL VALUE COMMITMENT Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:		
Signature:	Signed by:	Signature:	—DocuSigned by:	
Name:		Name:		
Role:	Head of Studio	Role:	Director	
Date:	6/3/2025	Date:	6/3/2025	

Model Version: v1.3

Joint Schedule 2 (Variation Form) Crown Copyright 2021

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details					
This variation is between:	[delete as applicable: CCS / Client] ("CCS" "the Client")				
	And				
	[insert name of Agency] ("the Agency")				
Contract name:	[insert name of contract to be changed] ("the Contract")				
Contract reference number:	[insert contract reference number]				
Details of Proposed Vari	ation				
Variation initiated by:	[delete as applicable: CCS	/Client/Agency]			
Variation number:	[insert variation number]				
Date variation is raised:	[insert date]				
Proposed variation	Proposed variation				
Reason for the variation:	[insert reason]				
An Impact Assessment shall be provided within:	[insert number] days				
Impact of Variation					
Likely impact of the proposed variation:					
Outcome of Variation					
Contract variation:	This Contract detailed above	ve is varied as follows:			
	[CCS/Client to insert original Clauses or Paragraphs to be varied and the changed clause]				
Financial variation:	Original Contract Value:	£ [insert amount]			
	Additional cost due to variation:	£ [insert amount]			
	New Contract value:	£ [insert amount]			

Joint Schedule 2 (Variation Form)

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- This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete] as applicable: CCS / Client]
- 2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete** as applicable: CCS / Client**]**Signature

Date	
Name (in Capitals)	
Address	
Signed by an author	orised signatory to sign for and on behalf of the Agency
Signed by an authorsignature	orised signatory to sign for and on behalf of the Agency
	orised signatory to sign for and on behalf of the Agency
Signature	orised signatory to sign for and on behalf of the Agency

Joint Schedule 2 (Variation Form) Crown Copyright 2021 Joint Schedule 3 (Insurance Requirements) Crown Copyright 2021

Joint Schedule 3 (Insurance Requirements)

1. THE INSURANCE YOU NEED TO HAVE

- 1.1 The Agency shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Order Contract (specified in the applicable Order Form) ("Additional Insurances") and any other insurances as may be required by applicable Law (together the "Insurances"). The Agency shall ensure that each of the Insurances is effective no later than:
 - the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

- 1.2.1 maintained in accordance with Good Industry Practice;
- 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
- taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Agency shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Goods or Services and for which the Agency is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Agency shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Goods or Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Agency is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

Joint Schedule 3 (Insurance Requirements)

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3. WHAT HAPPENS IF YOU AREN'T INSURED

- 3.1 The Agency shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Agency has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Agency to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Agency.

4. EVIDENCE OF INSURANCE YOU MUST PROVIDE

4.1 The Agency shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT

5.1 The Agency shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Agency shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. CANCELLED INSURANCE

- 6.1 The Agency shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Agency shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Agency shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. INSURANCE CLAIMS

7.1 The Agency shall promptly notify to insurers any matter arising from, or in relation to, the Goods or Services, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Goods or Services, the Agency shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

Joint Schedule 3 (Insurance Requirements)

- 7.2 Except where the Relevant Authority is the claimant party, the Agency shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Goods or Services or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Agency shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Agency shall be liable for such excess or deductible. The Agency shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements) Crown Copyright 2021

ANNEX: REQUIRED INSURANCES

The Agency shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:

- 1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
- 2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£1,000,000); and
- 3. employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) with a minimum limit of indemnity as required by Law.

Joint Schedule 4 (Commercially Sensitive Information)Crown Copyright 2021

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Agency'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.
- 1.2 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).
- 1.3 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	
	05.03.25	Agency rate card	Contract duration	

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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 Goods or Services;

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 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 Agency 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*):
 - (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

- 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 7 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;
- 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 6 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 6 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;

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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).

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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 Agency 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 8 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,

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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.

- 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 Agency 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 27 of this Joint Schedule 11.

Joint Schedule 11 (Processing Data) Crown Copyright 2021

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 are: dataprotection@acas.org.uk
- 1.2 The contact details of the Agency's Data Protection Officer are:
- 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	The Agency is Controller and the Relevant Authority is Processor		
	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:		
	Personal Data required to contact individual stakeholders for the purposes of gaining insights to inform recommendations made by The Agency		
Duration of the Processing	Duration of contract		
Nature and purposes of the Processing	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.		
	The purpose is for contact information for individual stakeholders who will be interviewed by The Agency to gain insights that will		

Joint Schedule 11 (Processing Data) Crown Copyright 2021

	inform recommendations made by The Agency as part of the tender's deliverables.
Type of Personal Data	Name, role and email address.
Categories of Data Subject	Supplied stakeholders supplied by the Relevant Authority which could include staff / employees, partners or affiliates of the Relevant Authority.
Plan for return and destruction of the data once the Processing is complete	Data will be retained for the duration of the contract. If any recording of an interview is conducted, it will be destroyed upon end of contract.
UNLESS requirement under Union or Member State law to preserve that type of data	

Joint Schedule 11 (Processing Data) Crown Copyright 2021

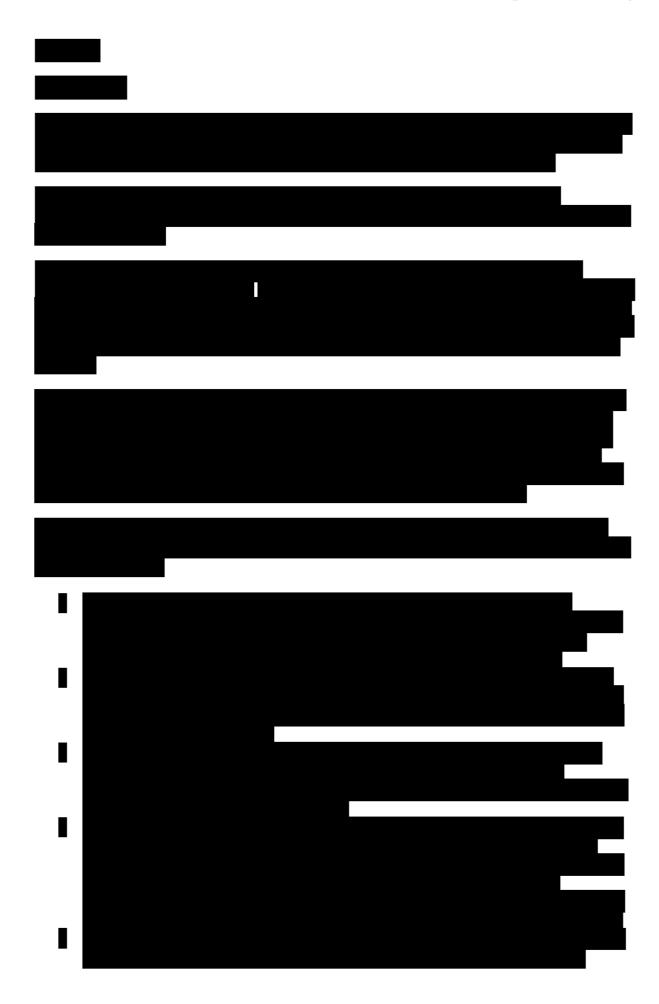
Annex 2 - Joint Controller Agreement - Not Used

Order Schedule 4 (Proposal)

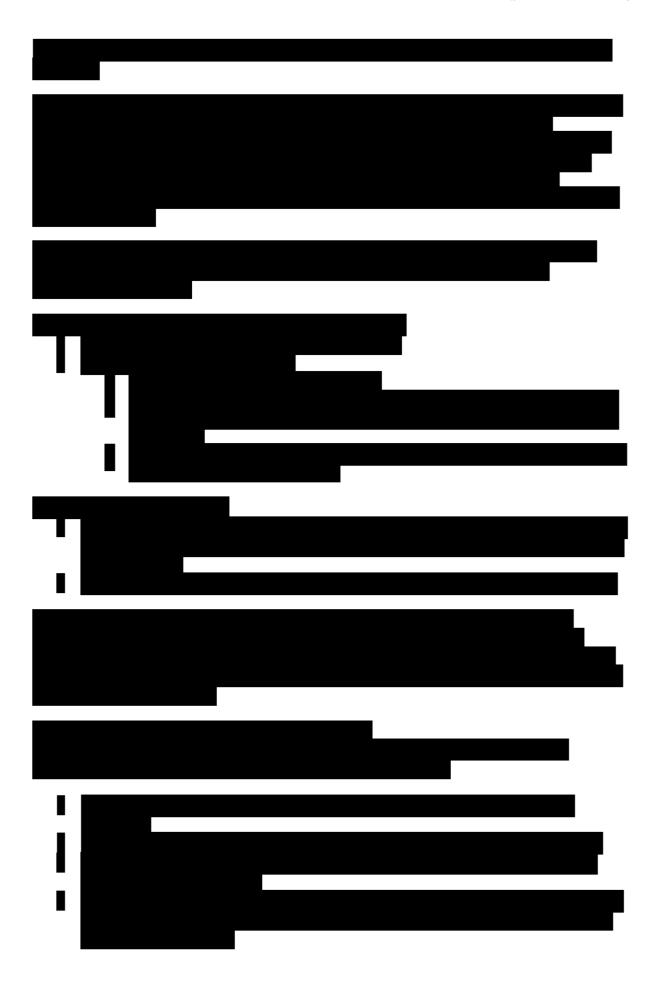
Order Ref:

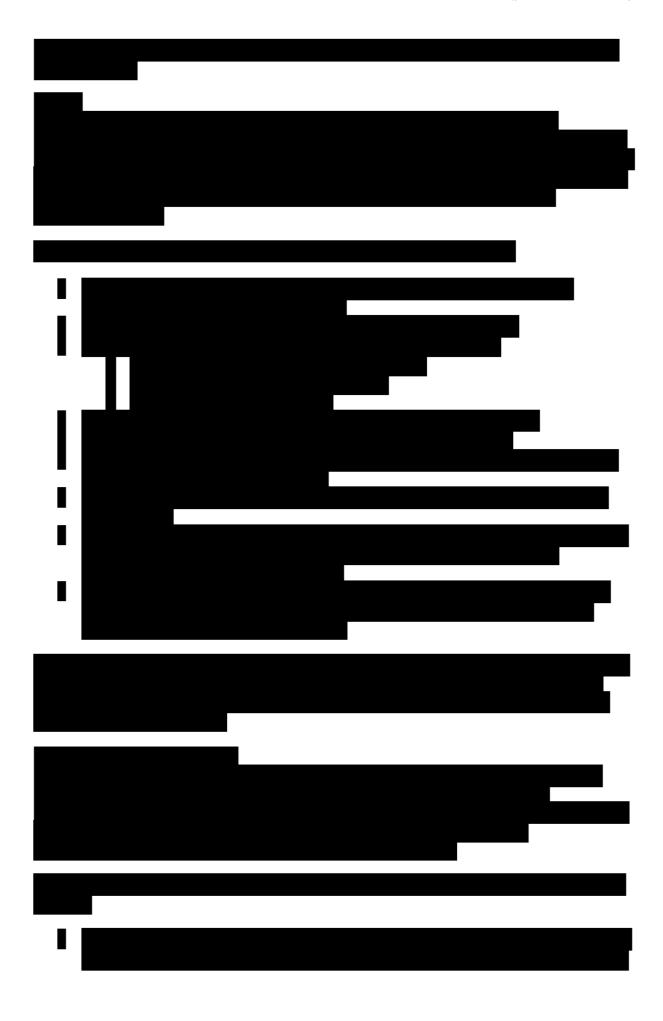
Crown Copyright 2021

Order Schedule 4 (Proposal)



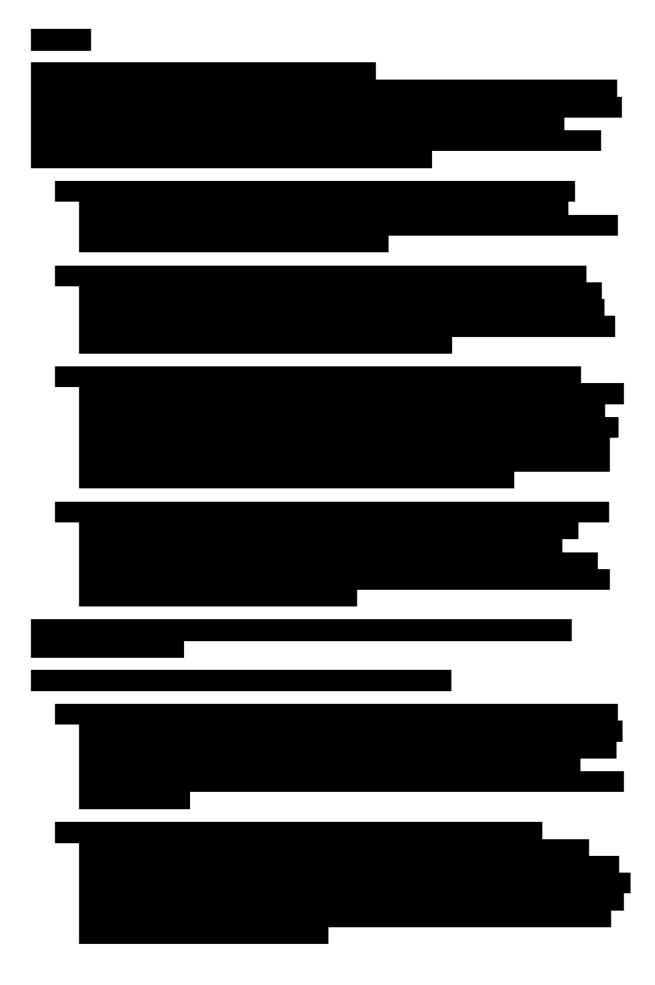






















Risk Register

Name	Description	Probability Low-High	Impact Low-High	Comments	

Docusign Envelope ID: E7192302-020D-4ACC-A6BA-27426AA14563

Acas

Communications and External Affairs Channel Analysis

Order Schedule 5 (Pricing Details)
Order Ref:
Crown Copyright 2021

Order Schedule 5 (Pricing Details)



AW5.2 Price Schedule



Order Schedule 20 (Brief) Crown Copyright 2021

Order Schedule 20 (Brief)

Background

Introduction to Acas

Acas is an independent public body, funded by the government with a duty to promote the improvement of industrial relations in Great Britain. Our purpose is clear. We exist to make working life better for everyone by promoting healthy working relationships and addressing disputes in the workplace, with a specific focus on reducing the cost of conflict.

Acas provides a variety of services including free online and telephone advice services and a mixture of free and paid for training and support for managers and organisations on employment relations and individual staff management issues. We also have statutory duties to provide conciliation in individual disputes between employees and employers before they reach employment tribunal claims, and in collective employment disputes between employers and groups of employees.

Acas is about to complete development of a new organisational Strategy for 2025-2030. This strategy sets a clear and ambitious path for Acas's future, grounded in our statutory duties and designed to meet the challenges before us. Delivering that Strategy means meeting high demands from our customers, changing the way in which customers access and use us to be more efficient, reaching out to groups that do not currently use us well. Our new Strategy is also ambitious in signalling our intent to change workplace relations far beyond our direct reach. It aims to shift attitudes towards conflict and reshape behaviours, equipping people with the skills and confidence to address issues early. Delivering this will require strategic use of communications and external affairs channels for greatest impact.

Aims & Objectives

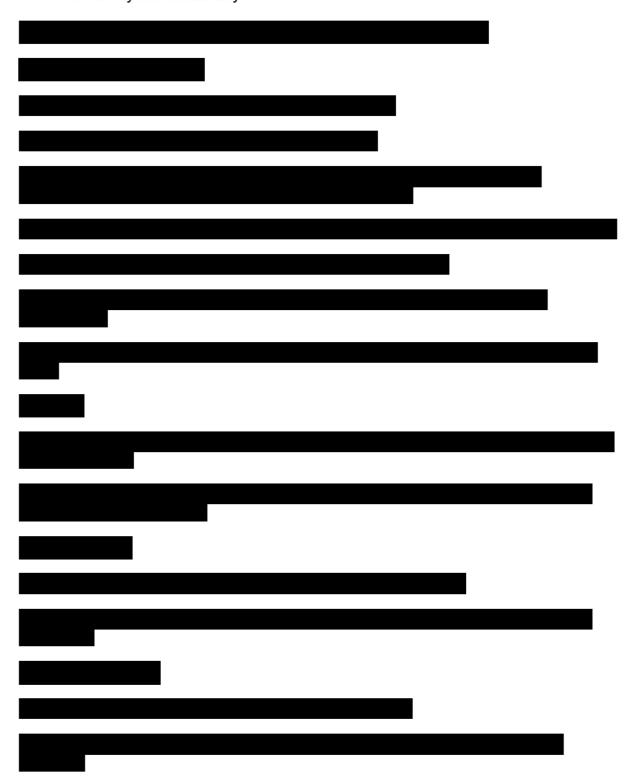
The aims of this research are:

- a) To conduct a comprehensive analysis of the communications and external affairs channels required by Acas to support the delivery of Acas's 2025-2030 strategy.
- b) To provide practical recommendations to Acas for the strategic development of our communication and external affairs channels to better support delivery of the Strategy.

The objectives of this research are:

- a) To provide an evidence-base that enables Acas to align its communications channels with its strategic ambitions outlined in the Acas 2025-2030 strategy, maximising reach to those audiences that have been identified as targets.
- b) To review and benchmark existing communication channels, identifying strengths and areas for improvement.
- c) To assess how partner channels can be effectively utilised including their reach, influence and effectiveness.
- d) To identify communication channels that Acas does not currently use but are necessary to delivery of the Strategy.

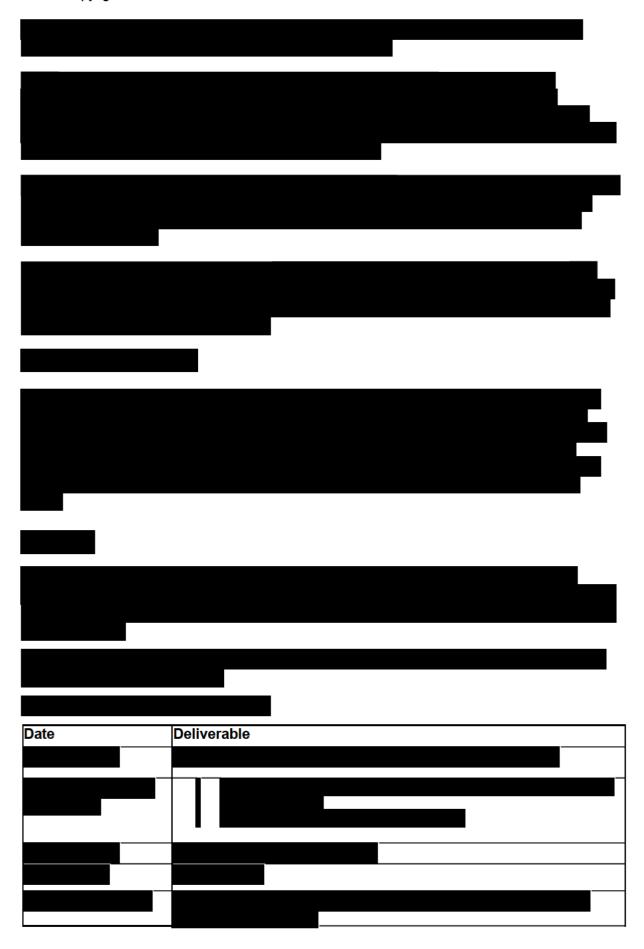
- e) To identify channels which require specific development to allow us to reach the priority target groups Acas has already identified (overcoming barriers, aligning with preferences) see Annex B.
- f) To recommend the overall purpose and estimated reach for each channel which should include a mixture of paid, unpaid, low-cost and no cost options.
- g) To provide a realistic cost assessment for implementing the recommendations. This should provide a clear understanding of the investment required to deliver impact effectively and sustainably.







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Deliverables

Analysis & outputs

Please cost and provide full details as to your approach (with details of relevant experience) for producing the following outputs.