


## Order Form

  
Epiq Europe Ltd  
15<sup>th</sup> Floor, 110 Bishopsgate, London, EC2N 4AY,  
United Kingdom

Our Ref: PROC 711-2023

Date: 17 January 2024

Dear Sirs/Madam,

### **Contract for the provision of Digital Dictation, Speech/Voice Recognition, Outsourced Transcription and associated services Framework Agreement**

By Epiq Europe Ltd of 15<sup>th</sup> Floor, 110 Bishopsgate, London, EC2N 4AY, United Kingdom, company number: 02656370 as Supplier to Competition and Markets Authority (CMA) of The Cabot, 25 Cabot Square, London, E14 4QZ, United Kingdom as Client pursuant to the Framework Agreement for Digital Dictation, Speech/Voice Recognition, Outsourced Transcription and associated services (Ref: 5257-4667) dated 23/01/2023 between Surrey & Borders Partnership NHS Foundation Trust, on behalf of NHS Commercial Solutions as the Authority (1) and the Supplier (2)

- 1 We refer to the above Framework Agreement (the “Framework Agreement”). For the purposes of this Order Form:
  - i. capitalised terms and expressions used in this Order Form have the same meanings given to them in or pursuant to the Call-Off Terms attached to this Order Form unless the context otherwise requires;
  - ii. references to Appendices are references to the appendices to this Order Form; and
  - iii. the Appendices shall form part of this Order Form.
- 2 This Order Form constitutes an Order for the provision by you to us of the Contract Services specified in Appendix 1 on the basis of the rates set out in Appendix 2 in accordance with the Call-Off Terms.

- 3 The partner at the Supplier with overall responsibility for the supply of the Contract Services is [REDACTED]. Fee earners assigned to the supply of the Contract Services are listed in Appendix 1.
- 4 The Client's Authorised Officer for the purpose of the Contract is [REDACTED]
- 5 For the purposes of the Contract, the address of each Party is:

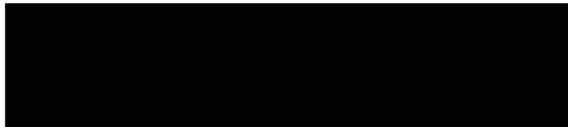
<b>1 - The Client</b>	
Name and address of Client for service of notices	[REDACTED] Director of Commercial and Contract Management Competition and Markets Authority (CMA) The Cabot, 25 Cabot Square, London, E14 4QZ
Telephone:	[REDACTED]
Email:	[REDACTED]

<b>2 - The Supplier</b>	
Name and address of firm(s) constituting the Supplier for service of notices	[REDACTED] Senior Director of Bids and Contracts Epiq Europe Ltd 15 <sup>th</sup> Floor, 110 Bishopsgate, London, EC2N 4AY
Telephone:	[REDACTED]
Email:	[REDACTED]

Please would you sign and return the attached duplicate of this Order Form with the acknowledgement signed by a partner of your firm.

You should be aware that by signing and returning this Order Form you will have entered into a legally binding contract with us to supply the Contract Services specified in Appendix 1 and represent and warrant that you have carried out a conflict check in relation to such contract that revealed no conflicts of interest.



Yours faithfully



Director of Commercial

For and on behalf of Completion and Markets Authority (CMA)

I hereby confirm receipt of the above Order Form and the agreement of Epiq Europe Ltd to provide to The Competition and Markets Authority the Services as specified in the Order Form in accordance with its terms.

Signed		Name	
Date	18 <sup>th</sup> January 2024	Position	Senior Vice President

## Contract Services – Order Form

### Provision of Transcription Services for the Competition and Markets Authority

Date of the Order;	17/01/2024
Call-Off Contract reference:	PROC 711-2023
Confirmation of the services being ordered;	Provision of Transcription Services
Applicable Lot	Lot 3 – Outsourced Transcription Service Solution
The term of the particular call-off contract;	2 year initial period with the option to extend for 2x 1 yearly increments. 4 years in total
Date of the commencement of services;	1 <sup>st</sup> February 2024
Expiry date of the services;	31 <sup>st</sup> January 2026
Extension Option;	2x 1 yearly increments
Call-Off Contract value;	£195,960.00 (excluding VAT)
Contract Charges;	As per Appendix 2 – Contract Charges
Payment method;	BACS
Payment Profile;	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details;	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices;	Invoices will be sent to the Finance Team. 25 Cabot Square, London E14 4QW . Email: <a href="mailto:Finance.Team@cma.gov.uk">Finance.Team@cma.gov.uk</a>
Invoice information;	All invoices must include <ul style="list-style-type: none"> <li>• Purchase order No.</li> <li>• Contract Reference.</li> </ul>

Addresses of both parties for notices to be given under the call-off contract;	<p><b>Buyer/Client</b>  Competition and Markets Authority (CMA)  The Cabot,  25 Cabot Square,  London, E14 4QZ</p> <p><b>Supplier</b>  Epiq Europe Ltd  15th Floor  110 Bishopsgate  London  EC2N 4AY</p>
Specification	As per Appendix 1 – Statement of Requirements, and Supplier Proposal - Appendix 3
Reporting requirements	<p>As stated in Appendix 1 – Statement of Requirements.</p> <p>To be provided on the 15<sup>th</sup> of each month:</p> <p>Monthly MI to include:</p> <ul style="list-style-type: none"> <li>○ Spend by Month, Year</li> <li>○ Service Type</li> <li>○ Spend by Department and User</li> <li>○ Financial costs including breakdown by service and associated costs</li> </ul>
Details of KPI's and associated service credits relevant to the Order, if any;	<p><b>KPI's</b></p> <ul style="list-style-type: none"> <li>○ Accuracy of transcripts 98% or higher.</li> <li>○ Completed transcripts within specified time (24-hours, 48-hours, 5-days and 3 hours for same day transcriptions).</li> </ul>
Details of any implementation phase and associated implementation plan;	Not Applicable

Limit on Parties' liability:	As per Framework Agreement, Schedule 2, Clause 13 Limitation, and liability.
Insurance;	As per Framework Agreement, Schedule 2, Clause 14 Insurance.
Processing Personal Data and Data Subjects (GDPR):	Appendix 5 Processing of Data - Supplementary to Framework Agreement, Schedule 3, Clause 40 - Data Protection.

## **Appendix 1**

### Statement of Requirements

- Please refer to Statement of Requirements appended to this Order Form – Appendix 1 – Statement of Requirements, and embedded below.



## Appendix 2

### Contract Charges

- confirmation of the contract charges per order, as calculated in accordance with the Commercial Schedule set out below:

Transcription with Technician	
SERVICE	PRICE
<b>48 hour turnaround</b> per audio hour (Fully inclusive cost – no separate attendance cost for technician)	
<b>5 day turnaround</b> per audio hour (Fully inclusive cost – no separate attendance cost for technician)	
Transcription from Audio Recording	
SERVICE	PRICE
<b>24 hour turnaround</b> (charged in 15 minute segments) Up to a maximum of 2.5 hours of audio. Must be pre-booked. Delivery by 5pm the following day.	
<b>48 hour turnaround</b> (charged in 15 minute segments)	
<b>5 day turnaround</b> (charged in 15 minute segments)	



Same-day Transcription	
SERVICE	PRICE
<b>Same-day Transcription Per Day (5.5 hrs)</b> (Price includes attendance, software, support and training, delivery of fully edited transcript within three hours of the hearing ending)	
<b>Same-day Transcription Per Day (2.5 hrs)</b> (Price includes attendance, software, support and training, delivery of fully edited transcript within three hours of the hearing ending)	
<b>Same-day Transcription additional hourly rate</b> Additional hourly rate charge for sittings over 5.5 hours in duration.	

Real-time Transcription	
SERVICE	PRICE
<b>Real-time Transcription</b> per day (5.5 hrs) Price includes laptop rental and real-time licences for the first 6 users, attendance, software, support and training, delivery of fully edited transcript within three hours of the hearing ending.	
<b>Real-time Transcription (per day 2.5 hrs)</b> Price includes laptop rental and real-time licences for the first 6 users, attendance, software, support and training, delivery of fully edited transcript within three hours of the hearing ending.	
<b>Real-time Transcription additional hourly rate</b>	

Additional hourly rate charge for sittings over 5.5 hours in duration.	
Real-time licences for additional users (over the 6 included in the attendance rate)	

Additional Costs	
SERVICE	PRICE
<b>Travel day Costs:</b>  <b>To travel to a meeting the day before the job takes place.</b> (Where recording technicians, stenographers and editors are required to travel to a meeting the day before the job takes place)	Transcription with Technician Services: <span style="background-color: black; color: black;">[REDACTED]</span>  Same-day Transcription and Real-time Transcription Services: <span style="background-color: black; color: black;">[REDACTED]</span>
<b>Travel and subsistence costs</b>	Travel and subsistence charges will be incurred for hearings outside Greater London. <ul style="list-style-type: none"> <li>• Where available, Epiq will provide local representatives.</li> <li>• If travel and subsistence costs are to be incurred, these costs will be kept to a minimum and will be charged at cost to the CMA. All travel and subsistence costs will be referred to the CMA for approval before being booked.</li> </ul>
<b>Cancellation Charge</b> (on the day of the hearing)	Transcription with Technician Services: <span style="background-color: black; color: black;">[REDACTED]</span>  Same-day Transcription and Real-time Transcription Services: <span style="background-color: black; color: black;">[REDACTED]</span>  No charge will be made for cancellation of Transcription from Audio Recording Services, provided that work has not already commenced.

<b>Cancellation Charge</b>	<p>Cancellations after 10.30am on the day before a hearing will be charged at:</p> <p>Transcription with Technician Services: [REDACTED]</p> <p>Same-day Transcription and Real-time Transcription Services: [REDACTED]</p> <p>No charge will be made for cancellation of Transcription from Audio Recording Services, provided that work has not already commenced.</p>
<b>Cancellation Charge</b>	<p>No charge will be made for bookings cancelled before 10.30am on the day before a hearing.</p>

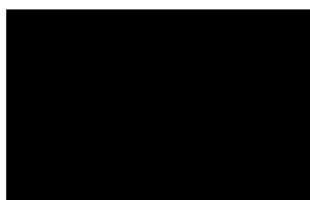
The prices detailed above will be subject to an annual increase in line with the UK Consumer Price Index (CPI) as reported by the UK Office for National Statistics. The increase in prices will come into effect on the anniversary of the contract each year.

Prices are exclusive of VAT.

### Appendix 3 – Supplier Proposal

#### Epiq Europe Ltd proposal

- Please refer to CMA Transcription Services Proposal appended to this Order Form – Appendix 2 - and embedded below:



## Appendix 4 - Call-off Terms and Conditions



Call-off Ts&Cs.docx

## Appendix 5 – Processing of Data

### Definitions

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

<b>“Processor Personnel”</b>	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;
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### Status of the Controller

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

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

### Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (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 Schedule 3, Clause 40 of the Framework Terms (Data protection).
      - (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, 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 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 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
  - (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (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. 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 and as 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 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

#### **Where the Parties are Joint Controllers of Personal Data**

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

#### **18. Independent Controllers of Personal Data**

19. 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.
20. 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.
21. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 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.
22. 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.
23. 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).
24. 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.
25. 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.
26. 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.
27. 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.
28. 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).
29. 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).
30. Notwithstanding the general application of paragraphs 2 to 15 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 16 to 27.

## 1.1 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: [DPO@cma.gov.uk](mailto:DPO@cma.gov.uk)
- 1.2 The contact details of the Supplier's Data Protection Officer are: [DPO@cma.gov.uk](mailto:DPO@cma.gov.uk)
- 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 2 to paragraph 15 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>• The scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority to include but not limited to:<ul style="list-style-type: none"><li>• Names</li><li>• Addresses</li><li>• Telephone numbers</li></ul></li></ul>
Duration of the Processing	For the duration of the Contract. Start Date 1 <sup>st</sup> February 2024 End Date (inclusive of extension options) 31 <sup>st</sup> January 2028.
Nature and purposes of the Processing	<p>This could include but not limited activities when undertaking the following:</p> <ul style="list-style-type: none"><li>• Transcription with Technician</li></ul>

	<ul style="list-style-type: none"> <li>• Transcription from Audio</li> <li>• Same day Transcription</li> <li>• Real-time Transcription</li> </ul>
Type of Personal Data	Examples could include include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc
Categories of Data Subject	Examples could include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	All data must be retained for a period of 6 months and then removed in accordance with the Statement s of Requirements