

DPS Order Form Template and Order Schedules)
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DPS Order Form Template and Order Schedules

Order Form

ORDER REFERENCE:	Acas27394
THE BUYER:	The Advisory, Conciliation and Arbitration Service (Acas)
BUYER ADDRESS	Acas National 14 Westfield Avenue Stratford London E20 1HZ
THE SUPPLIER:	Walnut Unlimited Ltd
SUPPLIER ADDRESS:	7-11 Lexington Street London, W1F 9AF
REGISTRATION NUMBER:	01317137

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 20/06/2025.
It's issued under the DPS Contract with the reference number Acas27394 for the provision of Communications and External Affairs Message Testing.

DPS FILTER CATEGORY(IES):
Not applicable

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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)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for **Acas27388**
 - 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: **26/06/2025**

ORDER EXPIRY DATE: **30/09/2025**

ORDER INITIAL PERIOD: 13 weeks

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DELIVERABLES

- See below Message Development & Testing Detailed project timings
27.06.2025 V1
- See details in Order Schedule 20 (Order Specification) and Schedule 4 -
Proposal
- The Supplier has assumed that the focus groups will cover c5 participants per
group, meaning c60 participants across the 12 groups.

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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)]

Services payable in two equal instalments at the beginning (7th July 2025) and end of the project (30th September 2025).

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

BUYER'S ENVIRONMENTAL POLICY

NA

BUYER'S SECURITY POLICY

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

RM6124 – Communications Marketplace DPS

Project Version: v1.0

Model Version: v1.3

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SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY
Weekly

PROGRESS MEETING FREQUENCY
Weekly

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)
NA

E-AUCTIONS
NA

COMMERCIALLY SENSITIVE INFORMATION
As outlined in DPS Joint Schedule 4

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Not applicable

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GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div>DocuSigned by: [Redacted]</div>	Signature:	<div>DocuSigned by: [Redacted]</div>
Name:	[Redacted]	Name:	[Redacted]
Role:	Head of Finance	Role:	Director
Date:	2/7/2025	Date:	2/7/2025

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
	12/06/25	Supplier proposal and price schedule	Contract duration

Joint Schedule 11 (Processing Data)
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Joint Schedule 11 (Processing Data)

Definitions

11. 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;
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Status of the Controller

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

- (□) “Controller” in respect of the other Party who is “Processor”;
- (□) “Processor” in respect of the other Party who is “Controller”;
- (□) “Joint Controller” with the other Party;
- (□) “Independent Controller” of the Personal Data where the other Party is also “Controller”;

Joint Schedule 11 (Processing Data)

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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

11. 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.

- ☐ The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- ☐ The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

- ☐ a systematic description of the envisaged Processing and the purpose of the Processing;
- ☐ an assessment of the necessity and proportionality of the Processing in relation to the Goods or Services;
- ☐ an assessment of the risks to the rights and freedoms of Data Subjects; and
- ☐ the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

- ☐ The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

Joint Schedule 11 (Processing Data)

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- (11) 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;
- (11) 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:

- ☐ nature of the data to be protected;
- ☐ harm that might result from a Personal Data Breach;
- ☐ state of technological development; and
- ☐ cost of implementing any measures;

- ☐ ensure that:

- (11) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
- ☐ it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- (11) 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*);

Joint Schedule 11 (Processing Data)

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- ☐ are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
- ☐ 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
- ☐ have undergone adequate training in the use, care, protection and handling of Personal Data;

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- ☐ 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:

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- ☐ the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - ☐ the Data Subject has enforceable rights and effective legal remedies;
 - ☐ the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - ☐ the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

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- ☐ 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.
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Joint Schedule 11 (Processing Data)

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- . 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:

- receives a Data Subject Access Request (or purported Data Subject Access Request);
- receives a request to rectify, block or erase any Personal Data;
- receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
- receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- becomes aware of a Personal Data Breach.

- . 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.
- . 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:

- the Controller with full details and copies of the complaint, communication or request;

Joint Schedule 11 (Processing Data)

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- (□) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (□) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (□) assistance as requested by the Controller following any Personal Data Breach; and/or
- (□) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

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- . 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:

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- (□) the Controller determines that the Processing is not occasional;
 - (□) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (□) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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- . The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
 - . The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
 - . Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

Joint Schedule 11 (Processing Data)

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- ☐ notify the Controller in writing of the intended Subprocessor and Processing;
- ☐ obtain the written consent of the Controller;
- ☐ enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
- ☐ provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

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- ☐ The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
 - ☐ 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).
 - ☐ 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

- ☐ 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

- ☐ 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.
- ☐ 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.
- ☐ 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

Joint Schedule 11 (Processing Data)

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Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

- . 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.
- . The Parties shall only provide Personal Data to each other:

- (□) to the extent necessary to perform their respective obligations under the Contract;
- (□) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
- (11) where it has recorded it in Annex 1 (*Processing Personal Data*).

- . 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.
- . 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.
- 11. 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

Joint Schedule 11 (Processing Data)

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provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):

- (□) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- (□) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

- (□) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
- (□) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

- . Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

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

Joint Schedule 11 (Processing Data)

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- (□) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- (□) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

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- 11. 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*).
 - 11. 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*).
 - . 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.
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Joint Schedule 11 (Processing Data)

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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

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

dataprotection@acas.org.uk

1.1.1.2 The contact details of the Agency's Data Protection Officer are: [REDACTED], **Group Data Protection and International Standards Officer, [REDACTED]**
(using Contract Director's email to ensure one line of communication)

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Agency is Processor</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 Agency is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <i>Acas will provide contact details (name, job title, organisation, phone number and email) of relevant individuals, for Walnut Unlimited to contact and conduct in-depth interviews and focus groups. We have assumed approximately 60 contacts.</i>
	<p>The Agency is Controller and the Relevant Authority is Processor</p> <p><i>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:</i></p>

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	<ul style="list-style-type: none">• [REDACTED]• [REDACTED]
	<p>The Parties are Joint Controllers</p> <ul style="list-style-type: none">• <i>N/A</i>

Joint Schedule 11 (Processing Data)
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	<p>The Parties are Independent Controllers of Personal Data</p> <ul style="list-style-type: none">• N/A
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Joint Schedule 11 (Processing Data)

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Duration of the Processing	<i>Processing will take place between June 2025 – October 2025</i>
Nature and purposes of the Processing	<p><i>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.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p> <p><i>Acas as Controller: Acas will share contact details and names of individuals for the purpose of conducting interviews and focus groups in relation to the contract.</i></p> <p><i>Walnut Unlimited Ltd as controller: recruiting non-Acas participants for focus groups to discuss issues relating to the contract including messages that Acas may use to engage different audiences.</i></p> <p><i>Both cases: Walnut Unlimited Ltd. Will conduct analysis and report back findings and recommendations to Acas in anonymized form in a report and verbal debrief.</i></p>
Type of Personal Data	<p><i>Acas as Controller: name, phone number, email address, job title, organization</i></p> <p><i>Walnut Unlimited Ltd as Controller: name, occupation, age, gender, ethnic group and region of the UK</i></p>
Categories of Data Subject	<p><i>Acas as Controller: members of the public, internal and external organizational stakeholders</i></p> <p><i>Walnut Unlimited Ltd as Controller: members of the public.</i></p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member	<i>Both cases: Walnut Unlimited Ltd will delete all data 6 months after the project ends.</i>

Joint Schedule 11 (Processing Data)
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State law to preserve that type of data	United Kingdom
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Joint Schedule 11 (Processing Data)

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Annex 2 - Joint Controller Agreement - Not used

Order Schedule 5 (Pricing Details)
Order Ref: Acas27394 – Communications & External Affairs Message Testing
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Order Schedule 5 (Pricing Details)

	Assumptions	Cost (excl VAT)	Cost (incl VAT)
Total		£45,200	£54,240

Order Schedule 20 (Brief)

Order Ref: Acas27394 – Communications & External Affairs Message Testing
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Order Schedule 20 (Brief)

This Schedule sets out the characteristics of the Goods or Services that the Agency will be required to make available to the Client under this Order Contract



Invitation to Quote (ITQ)
on behalf of
Advisory Conciliation and Arbitration Service (ACAS)

Subject: **ACAS COMMUNICATIONS AND EXTERNAL AFFAIRS**
MESSAGE TESTING

Sourcing Reference Number: **Acas27394**

Order Schedule 4 (Proposal)

Order Ref: Acas27394 – Communications & External Affairs Message Testing
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Order Schedule 4 (Proposal)

RM6124 – Communications Marketplace DPS

Project Version: v1.0

