

**Crown Commercial Service**

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**Call Off Order Form and Call Off Terms for Goods and/or Services (non ICT)**

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**FRAMEWORK SCHEDULE 4**  
**ORDER FORM AND CALL OFF TERMS**

**BPDTS LTD**

## PART 1 – ORDER FORM

### SECTION A

This Order Form is issued in accordance with the provisions of the Framework Agreement RM3704.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract which consists of the terms set out in this Order Form and those of the Call Off Terms (including Schedules and Appendices) of the Edition Version defined below.

The Call of Terms applicable to this Order Form are those showing Edition Version 2018-07-a which have been exchanged electronically between the parties. The Processing Personal Data details, at Appendix D hereto, shall apply to all data processing under the Call Off Contract, and in particular to the provisions of clause 34 of the Call Off Terms.

**DATE** 25/09/2018  
**ORDER NUMBER** TBC  
**FROM** BPDTS Limited "CUSTOMER"

*Redacted*

**TO** Edenred (UK Group) Limited "SUPPLIER"

*Redacted*

#### SUPPLIER KEY PERSONNEL

Account Manager: *Redacted*  
Senior Project Manager: *Redacted*  
Senior Data Security Officer *Redacted*

Redacted

## SECTION B

### 1. CALL OFF CONTRACT PERIOD

**1.1 Call Off Commencement Date:**

01 December 2018

**1.2 Call Off Expiry Date:**

30 November 2019

**Call Off Extension Date:**

Up to 30 November 2020

**1.3 Estimated Year 1 Call Off Contract Charges (see clause 5.2 for details)**

Estimated annual childcare vouchers benefit value = £15,000 net (excludes VAT)

Multiplied by Charge of 0.18% = £ 27

### 2. CUSTOMER CORE GOODS AND/OR SERVICES REQUIREMENTS & ALTERNATIVE/ADDITIONAL APPLICABLE CLAUSES

**2.1 Goods and/or Services required**

In Call Off Schedule 2 (Goods and Services) - The Supplier shall, via a secure online administration portal (which the Supplier shall be responsible to deliver and manage), provide the (fully managed) Services (as may be required by the Customer) as set out in Call Off Schedule 2 to the Customer for the benefits of its employees.]

The following **SERVICES** are required by the Customer, according to the service summaries attached to this Order Form and the Implementation Plan agreed between the parties pursuant to the submission of this Order Form.

**Platform & Fully Managed Service**

Cycle to Work	YES
Childcare Vouchers	YES
Reward & Recognition – Online Ordering	NO
Reward & Recognition – Compliments Select	YES
Additional data fields	NO
Bespoke email templates	NO
eCode cancellation	NO
Payroll Giving	YES
Employee Discounts	YES
Car Benefit	NO
Home Technology	NO
Gym Membership	NO

**\*\* Online ordering and Compliments Select are alternatives. Please select only one.**

**This Call Off Contract and the provision of the Services/Goods, shall be subject to the following ALTERNATIVE clauses set out in Schedule 14.**

Scots Law	YES
Northern Ireland Law	YES
Non-Crown Bodies	NO
Non-FOIA Public Bodies	NO
Financial Limits	NO

**This Call Off Contract and the provision of the Services/Goods, shall be subject to the following ADDITIONAL clauses set out in Schedule 14.**

Security Measures	NO
NHS Additional Clauses	NO
MOD ("Ministry of Defence")	NO

**2.2 [Installation Works (Goods only)]**

Not Used

**2.3 [Packing/Packaging (Goods only)]**

To the extent that any Goods are required to be physically delivered for the provision of the Services the Supplier shall ensure that such Goods shall be appropriately packaged

**2.4 [Warranty Period (Goods only)]**

Not applicable

**2.5 Location/Sites of Delivery**

To the extent that physical delivery of the Goods and / or Services is required, the location to which such Goods and / or Services shall be delivered shall be the Customer's office as shown in Section A of this Order Form or other such location as the parties shall mutually agree.]

**2.6 Implementation Plan**

The template Implementation Plan in relation to the provision of the Services is set out in Part A of Call Off Schedule 4 (Implementation Plan). The Parties shall act according to that Implementation Plan except as otherwise agreed during the project initiation period.

**2.7 Standards**

There are no additional Standards required to be imposed in Call Off Schedule 7 (Standards)

**2.8 Service Levels and Service Credits**

The Service Levels and Service Credit that shall apply during the Contract Period shall be as set out in Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

## **2.9 Critical Service Level Failure**

A critical Service Level shall be as detailed in Annex 2 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

## **2.10 Business Continuity and Disaster Recovery**

The Business Continuity and Disaster Recovery shall be as detailed or referred to in Call Off Schedule 9 (Business Continuity and Disaster Recovery)

For the purposes of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 2 months.

## **2.11 Performance Monitoring**

The provisions of Annex 1 to Part B (Additional Performance Monitoring Requirements) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) shall apply in relation to Performance Monitoring.

## **2.12 Security**

Paragraphs 1 to 8 (Long Form) of Call Schedule 8 (Security) shall apply.

## **2.13 Period for providing the Rectification Plan**

The period for providing a Rectification Plan referred to in Clause 38.2.19a) of the Call Off Terms shall be 14 days.

## **2.14 Exit Management**

The provision of Call Off Schedule 10 shall apply.

## **3. SUPPLIER'S INFORMATION**

### **3.1 Supplier's Inspection of Sites, Customer Property and Customer Assets**

In Clause 45.5 of the Call Off Terms and Call Off Schedule 10 (Exit Management)

### **3.2 Commercially Sensitive Information**

The following shall be treated as Commercially Sensitive Information:

Personnel allocated / functions on the contract

Pricing

Scheme and product processes and methodology

## **4. CUSTOMER RESPONSIBILITIES**

### **4.1 Customer Responsibilities**

The Customer's Responsibilities shall be as set out in Part B of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)

## **5. CALL OFF CONTRACT CHARGES AND PAYMENT**

### **5.1 Call Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)**

The Call Off Contract Charges, in respect of any Goods and / or Services ordered shall be calculated as set out in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) save that, subject to the provisions of paragraphs 8.1.1 – 8.1.5 of Schedule 3 of the Call Off Schedule, the Call Off Contract Charges will not, in respect of the Service Charge element, be increased for the duration of the Contract Period.

## **5.2 Estimated Year 1 Call Off Contract Charges**

The Estimated Year 1 Call Off Contract Charges (on the basis that the Childcare voucher scheme service is provided), shall be as shown in clause 2 Part B of this Order Form.

The estimated year 1 call off charges are calculated as follows:

Total annual value of childcare vouchers to be provided to employees, multiplied by the service charge percentage

So for example:

$\text{£10,000} \times 0.18\% = \text{Estimated Year 1 Call Off Contract Charge of £18}$

## **5.3 Undisputed Sums Limit**

There shall be no Undisputed Sums Limit.

## **SECTION C**

### **6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS**

#### **6.1 Call Off Guarantee**

Not used

#### **6.2 Key Personnel**

None

#### **6.3 Relevant Convictions**

[Clause Error! Reference source not found. shall apply]

#### **6.4 Failure of Supplier Equipment**

Clause 32.8 of the Call Off Terms shall apply. For the purpose of Clause 32.8, the value for X shall be two (2) and the value for Y shall be twelve (12) months.

#### **6.5 Protection of Customer Data**

Any Customer Data required to be sent by the Supplier to the Customer shall be sent via secure encrypted email facility.

#### **6.6 Testing**

The provision of the Supplier's online administration portal shall be tested by the Customer in accordance with the provisions of the Implementation Plan.

#### **6.7 Limitations on Liability**

The provision of Clause 36 of the Call Off Terms shall apply.

#### **6.8 Insurance**

The provision of Clause 37 of the Call Off Terms shall apply.

#### **6.9 Termination without cause notice period**

The minimum number of days for the purposes of Clause 41.7 of the Call Off Terms shall be ten (10) days.

### **7. ADDITIONAL AND/OR ALTERNATIVE CLAUSES**

#### **7.1 Supplemental requirements to the Call Off Terms**

For the avoidance of doubt, no provisions of this Call Off Contract shall operate to impose any minimum order quantities or values on the Customer in respect of the Goods and / or Services, nor any obligation on the Customer to serve notice to take the additional employee benefits as detailed in Schedule 2 Annex 1 of this Call Off Contract.

**7.2 Amendments to/refinements of the Call Off Terms**

**TUPE**

The Parties agree that in relation to TUPE on the Call Off Commencement Date and throughout the Call Off Contract Period there will be no Relevant Transfer for the purposes of the Employment Regulations and the provisions of Part C of Call Off Schedule 12 (Staff Transfer) shall apply.

**7.3 Alternative and/or Additional Clauses (select from Call Off Schedule 14 (Alternative and/or Additional Clauses))**

As defined in clause 2.1 of this Order Form

**8. FORMATION OF CALL OFF CONTRACT**

- 8.1 BY EXECUTING AND RETURNING THIS ORDER FORM TO THE SUPPLIER, the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods and/or Services.**
- 8.2 The Parties hereby acknowledge and agree that they have read the Order Form and the Call Off Terms and by executing this Call off Contract agree to be bound by this Call Off Contract.**
- 8.3 In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt.**

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

Name and Title	<i>Redacted</i>
Signature	
Date	

**For and on behalf of the Customer:**

Name and Title	<i>Redacted</i>
Signature	
Date	

## ORDER FORM APPENDIX A (Charges)

Product/Module	Charge	Description
Childcare vouchers	0.18%	A percentage of the employee salary value (such value having been provided to the Supplier by the Customer for insertion into employee online voucher accounts)
Cycle to work	No Charge	N/A
<b>Reward and recognition</b>		
Online Ordering option	No Charge	N/A
Compliments Select	No Charge	N/A
OPTION - additional Employee fields and resulting reporting	£ 2,500	Single setup fee
OPTION - Bespoke Employee email messages	£750, and 2% of Reward value	Single setup fee and ongoing administration charge in respect of issued Reward value.
OPTION - Revoke previously issued e-Codes	2% of Reward value	Ongoing administration charge in respect of issued Reward value.
Rewards value – Compliments Vouchers or other vouchers/cards	No Charge. (Postage is as shown in the Services Annex)	N/A
Payroll giving	£0 20 per donor per month	An administrative charge applied per employee donor per month. The Customer may elect for this charge to be debited from the employees donation, OR payable by the Customer.
Employee discount scheme	No Charge	N/A
Car Benefit	No Charge	N/A
Home Technology	No Charge	N/A
Gym Membership	No Charge	N/A

**ORDER FORM APPENDIX B (Payment Terms)**

Redacted

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**ORDER FORM APPENDIX C**

**("Compliments Select" Service Criteria, if applicable)**

## ORDER FORM APPENDIX D

### Call Off Schedule 15 – PROCESSING PERSONAL DATA

1. The contract details of the Customer Data Protection Officer is:

*Redacted*

2. The contract details of the Service Provider Data Protection Officer is:

*Redacted*

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Schedule.

Description Of Authorised Processing	Details
Identity of the Controller and Processor	<p>i) The Parties acknowledge that for the purposes of the Data Protection Legislation: the Customer is the Controller and the Service Provider is the Processor for the following Personal Data under this Contract:</p> <ul style="list-style-type: none"> <li>• Customer Staff</li> </ul> <p>ii) the Service Provider is the Controller and the Customer is the Processor for the following Personal Data under this Contract:</p> <ul style="list-style-type: none"> <li>• Service Provider Staff other than those recruited under the agency route.</li> </ul> <p>iii) The Parties acknowledge that they are joint Controllers for the purposes of the Data Protection Legislation in respect of the Personal Data of Service Provider Staff recruited under the agency route and Annex A – Joint Control Agreement to this Schedule shall apply in replacement of Clause 27.5.</p>
Subject matter of the processing	Managing Workers performing assignments under the Call Off Contract, including the sourcing and selection, ongoing management, exit management, and other associated activities.
Duration of the processing	<p>From the outset of the Call-Off Contract date, and up to 7 years after the last Worker finishes their assignment in order to meet legal obligations.</p> <p>In respect of Childcare Vouchers (when applicable to the Customer) processing of personal data for an individual</p>

## **CALL OFF TERMS**

The Call Off Terms (including Schedules & Appendices) which shall be applicable to this Order Form are those described in Section A of this Order Form, and which have been exchanged electronically between the parties. In the event of multiple Order Forms submitted by a Customer, the parties agree that the Call Off Terms applicable to the first Order Form submitted by the Customer shall apply to all subsequent Order Forms.

	<p>employee will survive contract termination unless and until such employee has utilized all benefit value previously provided to it by the Customer. Data will otherwise be handled according to the Call Off contract.</p>
<p>Nature and purposes of the processing</p>	<p>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), contingent workforce management processing, statutory obligation, recruitment assessment etc. for the purposes of processing applications under the Call Off Contract for Worker assignments, including running the sourcing and selection process, managing the ongoing assignments, exit management, and other associated activities such as reporting and conducting surveys. This includes collection, recording, organizing, storage, retrieval, consultation, use, disclosure, transmission, dissemination, alignment, restriction, and erasure or destruction. ]</p> <p>Providing the information to the Authority for the purpose of fulfilling its obligations under the Framework Agreement</p>
<p>Type of Personal Data</p>	<p><b>All Data Subjects</b>  Full name  Workplace address  Workplace Phone Number  Workplace email address</p> <p><b>Worker recruits Only</b>  Name  Address  Date of birth  NI or staff number  Telephone number  Email address  Benefits choices</p>
<p>Categories of Data Subject</p>	<p>Service Provider Staff  Workers  Customer Staff  Next of kin Workers</p>
	<p>The personal data will be retained for each Worker for up to 7 years after the last payment is made in relation to the assignment performed. For those Worker applicants not engaged the personal data will be retained only as long as is necessary to fulfil the purposes identified in the data protection statement. Typically this is 12 months for</p>

	application data further to the Conduct of Employment Agency and Employment Businesses Regulations (amendment) 2007 (as amended).
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## **ANNEX B: Joint Controller Agreement**

**1.1** With respect to Personal Data which has been identified in Annex A as under Joint Control of the Parties because envisage that they shall jointly determine the purpose and means of processing and each be a Data Controller in respect of that Personal Data. Accordingly, the Parties each undertake to comply with the applicable Data Protection Law in respect of their Processing of such Personal Data as Joint Data Controllers.

**1.1** The Supplier shall be the Exclusive Point of Contact for Data Subjects in Annex A In who shall:

- (a)** direct Data Subjects to the Exclusive Point of Contact's Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (b)** be responsible for the Parties' compliance with all duties to provide information under Articles 13 and 14 of the GDPR; and
- (c)** shall make available to Data Subjects the essence of this Schedule (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as Exclusive Point of Contact. This must be outlined in the Exclusive Point of Contact's privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

**1.3** The Joint Controllers each undertake that they shall:

- (a)** report to the other Party every three months on:
  - (i)** the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
  - (ii)** the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
  - (iii)** any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Law;
  - (iv)** any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - (v)** any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

that it has received in relation to the Personal Data under Joint Control during that period;

- (b)** notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 1.3(a)(i) to (v); and

- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 1.3(a) (iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Law.
- (d) obtain the consent of Data Subjects or carrying out and documenting legitimate interest assessments, in accordance with the GDPR, for all Processing;
- (e) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under this Agreement or is required by Law). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex.
- (f) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information.
- (g) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data
- (h) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - (i) are aware of and comply with their duties under this Annex (and those in respect of Confidential Information);
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Law;
- (i) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures.

(j) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Law, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Contractor holds; and

(i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

**1.4** Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Law and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of the its obligations under applicable Data Protection Law to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

**1.5** Each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

(i) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Laws;

(ii) all reasonable assistance, including:

(a) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

(b) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;

(c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach;

(d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 1.6.

**1.6** Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours upon becoming aware of the Personal Data Breach relating to the Personal Data Breach, in particular:

(i) the nature of the Personal Data Breach;

(ii) the nature of Personal Data affected;

- (iii) the categories and number of Data Subjects concerned;
- (iv) the name and contact details of the Provider's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (v) measures taken or proposed to be taken to address the Personal Data Breach; and
- (vi) describe the likely consequences of the Personal Data Breach.

**1.7 The Parties shall:**

- (a) provide all reasonable assistance to the other in preparing any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures);
- (b) maintain full and complete records of all processing carried out in respect of the Personal Data in connection with this [Framework Agreement/Call Off Contract], such records shall include the following information:
  - (i) the categories and purposes of processing carried out in respect of the Personal Data;
  - (ii) where applicable, complete information about transfers of Personal Data outside the EU, and the safeguards implemented in respect of such transfers necessary to comply with Law;
  - (iii) a general description of the Protective Measures which the Provider has implemented to safeguard the Personal Data in accordance with this clause and in compliance with Law.

**1.8 If financial penalties are imposed by the Information Commissioner on either Joint Controller for a Personal Data Breach ("Financial Penalties") then the following shall occur:**

- a) If the Authority/Customer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Authority/Customer, its employees, agents, contractors (other than the Contractor) or systems and procedures controlled by the Authority/Customer, then the Authority/Customer shall be responsible for the payment of such Financial Penalties. In this case, the Authority/Customer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such data incident. The Supplier shall provide to the Authority/Customer and its third party investigators and auditors, on request and at the Authority/Customer's reasonable cost, full cooperation and access to conduct a thorough audit of such data incident;
- b) If the Supplier is responsible for the Personal Data Breach, then the Supplier shall be responsible for the payment of these Financial Penalties. The Authority/Customer will provide to the Supplier and its auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such data incident.

- c) If responsibility is unclear, then the Joint Controllers shall work together to investigate the relevant data incident and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to Dispute Resolution.
  
  - 1.9 If any of the Joint Controllers is the defendant in a legal claim brought by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of a court of competent jurisdiction or the Information Commissioner to be responsible for the Personal Data Breach shall be liable for the losses arising from such breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court or the Information Commissioner, as the case may be.
  
  - 1.10 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
    - a) the Party responsible for the relevant breach shall be responsible for the Claim Losses; and
    - b) if responsibility is unclear, then the Parties shall be responsible for the Claim Losses equally.
  
  - 1.11 In respect of any Processing of Personal Data under Joint Control by a subcontractor or agents of a Party, each Party shall:
    - (i) carry out adequate due diligence on such third party or the sub-contractor to ensure that it is capable of providing the level of protection for the Personal Data as is required by Clause 1.3(e), and provide evidence of such due diligence to the other Party where reasonably requested by the other Party or the Information Commissioner; and
    - (ii) ensure that a suitable agreement is in place with the third party or the Sub-contractor or Key Sub-contractor including as may be required under applicable Data Protection Law
  
  - 1.12 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be appropriate for them to retain such Personal Data under applicable Data Protection Law and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by this Agreement), and taking all further actions as may be necessary or desirable to ensure its compliance with Data Protection Law and its privacy policy.
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