

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	TROP0077
THE BUYER:	Department for Transport
BUYER ADDRESS:	Great Minster House, 33 Horseferry Road, London, SW1P 4DR
THE SUPPLIER:	AMBERSIDE ADVISORS LTD
SUPPLIER ADDRESS:	Clubfinance House, 64-66 Queensway, Hemel Hempstead, Hertfordshire, HP2 5HA
REGISTRATION NUMBER:	██████████
DUNS NUMBER:	██████████

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated: 13th July 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Financial Advisers to the Financial Advisers for the Thameslink and Intercity Express Projects.

CALL-OFF LOT: Management Consultancy Framework Three (MCF3), Lot 4, Finance

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.

2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security) - Part A Short form requirements

 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.10)
 5. Joint Schedule 5 (Corporate Social Responsibility)
 6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms: N/A

Call-off start date: 24th July 2023

Call-off expiry date: 23rd July 2025

Call-off optional extension: 1 + 1
End date of extension period 1: 23rd July 2026
End date of extension period 2: 23rd July 2027

Call-off deliverables: As per Attachment 3 – Statement of Requirements

Security

Short form security requirements apply

And

Potential Providers are to note that all staff they supply or intend to supply who have regular access to or will be based at the Employer's premises have complied with the Employer's baseline personnel security standard (BPSS) <https://www.gov.uk/government/publications/security-policy-framework>.

The Potential Provider is expected to have secure and robust methodologies for storing and protecting all information related to this project and any other work carried out under this contract.

Due to the highly sensitive nature of the project, the Potential Provider is required to take adequate steps to ensure suitable protection of, and keep confidential, all information received as part of this contract, including, as necessary, limits on access to IT systems and password protections. There will be serious consequences should any information make its way to the public domain.

The Authority requires that the Potential Provider treats confidentially all information provided and produced under this contract and that this obligation survives the duration of this contract. The Authority requires that the Potential Provider produces and maintains robust processes, systems and controls to ensure information provided and produced under this contract is not shared with third parties or utilised by the Potential Provider to the benefit of third parties and or to the detriment of the Department.

The Authority will have ownership of any outputs that are produced under this Contract. Any outputs produced under this contract may be publicly available and may be used by the Department at its own discretion.

Maximum liability

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are: £187,500 giving a resulting maximum liability of £234,375.

This value is only for the purpose of the calculating the liability and does not reflect a guarantee of the profiling of the contract expenditure.

Call-off charges

The total contract value for the initial term (2 years) plus any additional optional extension shall not exceed £375,000 (excluding VAT).

The optional extensions are subject to the Authority's business needs and supplier performance.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Attachment 4: Price Schedule Financial Advisers for the Thameslink and Intercity Express Projects						
Column A	Column B		Column C	Column D	Column E	Column F
Grade	Name(s)		Weighting (%) Potential Providers are to note the weighting percentages in column D are fixed and must not be amended in the Price response.	Daily rates Offered (£ exc. VAT) as per MCF3, Lot 4 CCS Rate Card	Daily Rate Offered (£ exc. VAT)	Weighted Daily Rate (£ exc. VAT) (G= D x F)
Partner						
Managing Consultant/Director						
Principal Consultant/Associate Director						
Senior Consultant/Engagement Manager/Project Lead						
Consultant						
Analyst/Junior Consultant						

Reimbursable expenses

The costs associated with this contract are expected to be covered by the capped and Time and Material fees as applicable and the Department will not pay for travel, meeting rooms and other associated expenses. Attendance at Contract Review meetings shall be at the Supplier's own expense.

Payment method

Monthly invoice

Buyer's invoice address

[Redacted Buyer's Invoice Address]

Buyer's authorised representative

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Buyer's security policy

Please see Call Off Schedule 9: Security and Section 15 of Attachment 3 Statement of Requirements

Supplier's authorised representative

[REDACTED]
[REDACTED]

Supplier's contract manager

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Progress report frequency

The Supplier is expected to deliver progress reports monthly as may be reasonably required by the Authority from time to time (subject to any alternative arrangements being reached). Such reports would be expected to cover the following areas:

- Task implementation plan.
- Forecast completion dates for phase activities.
- Progress on agreed tasks.
- Preparation for future tasks (to be agreed with the Contract Manager).
- Risks and issues impacting process.
- Performance against Service Levels and Performance; and
- Actual time and costs incurred to date by activity and estimated time and cost to completion (to be updated on a four-weekly basis that coincides with the Department's internal reporting cycle).

The Supplier will require the capacity to adapt to changes in the volume of work over time, and in particular to respond to peaks of workflow at key times.

Progress meeting frequency

Formal contract management review meetings will be held monthly at pre-agreed dates via Microsoft Teams or at the Authority's offices. The meeting should take place no later than ten working days after the end of a calendar month.

The formal contract management meeting will cover the following areas:

- Statement of Works update and reporting, including finance

- DfT Statement of Works pipeline
- Review of KPIs scorecard
- Knowledge transfer/lessons learned
- Risks and Issues
- Supplier organisation – any changes (people / wider business)
- Treatment of governance exceptions
- Conflicts of interest
- Exit plan
- Any Other Business

It is expected that the Contract Manager will meet the Supplier weekly (via Teams or similar) to discuss progress of milestones.

Key staff

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Commercially sensitive information

The following information shall be deemed Commercially Sensitive Information:

- any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services;
- any information falling within the definition of "Supplier's Confidential Information".

The duration for which such information shall be confidential is indefinite.

Due to the highly sensitive nature of the project, the Potential Provider is required to take adequate steps to ensure suitable protection of, and keep confidential, all information received as part of this contract, including, as necessary, limits on

access to IT systems and password protections. There will be serious consequences should any information make its way to the public domain.

The Authority requires that the Potential Provider treats confidentially all information provided and produced under this contract and that this obligation survives the duration of this contract. The Authority requires that the Potential Provider produces and maintains robust processes, systems and controls to ensure information provided and produced under this contract is not shared with third parties or utilised by the Potential Provider to the benefit of third parties and or to the detriment of the Department.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Service Levels and Performance

KPI/SLA	Service Area	KPI/SLA description	Target Score	Weighting
1	Deliverables & Management of Statement of Works	<p>Overall Project Deliverables:</p> <ul style="list-style-type: none"> How satisfied is the Authority with the delivery of the services from the Supplier? Have all the deliverables been met in accordance with the requirements and expectations on quality? Has the Supplier provided sufficient assurance to their deliverables? Have all the agreed outputs been completed within the specified timeframe? 	Score of 8+/10	20%
2	Staff	<p>Staff Competence:</p> <ul style="list-style-type: none"> How satisfied is the Authority with the Suppliers staff appointed to the project competent and suitably qualified to perform the work required of them by the project? Do the staff communicate effectively, attend regular meetings / conference calls and follow-up accordingly, as required by the project? Are the staff's deliverables consistent with the required reporting / evaluations expected by the Client team? Where SME's are engaged, has the competency and performance of the staff from the SME met with the required expectations? 	Score of 8+/10	25%

3	Mobilisation and Delivery to Programme / Project Deadlines	<ul style="list-style-type: none"> Has the Supplier mobilised in a manner consistent with the Client team's expectations? How satisfied is the Authority with the programme management by the Supplier? Has the Supplier suitably managed project deliverables in a timely manner? If not, has the Supplier provided suitable notice of any possible delays to the programme and/or identified suitable corrective action and acted accordingly? Is the Authority satisfied that the overall programme is under control in so far as the control? 	Score of 8+/10	20%
4	Project Budget Management	<ul style="list-style-type: none"> The Authority is responsible for the internal reporting on project costs, which is supported by regular Supplier updates on billing and forecasts? How satisfied is the Authority with the Supplier's billing processes and forecast updates? Is the Authority satisfied that it clears GRNs and duly pay the approved invoices? 	Score of 8+/10	15%
5	Knowledge Transfer	<ul style="list-style-type: none"> How satisfied is the Authority with the Suppliers approach to knowledge transfer? Has the Supplier provided an on-going programme of activities? Has the Supplier delivered suitable standards of knowledge transfer where it has been undertaken? Has there been appropriate knowledge transfer on elements that would be relevant to closure and exit of the contract? 	Score of 8+/10	10%

6	Social Value	Social Value Theme 4: Equal Opportunity <ul style="list-style-type: none"> Has the Supplier provided satisfactory updates on action to identify and tackle inequality in employment, skills and pay in the Contract Workforce? 	Score of 8+/10	5%
7	Exit Strategy	<ul style="list-style-type: none"> Has the Supplier passed onto the Client as part of the exit process all information required for future use by the Authority or their Supplier's, therefore enabling the project to be closed off with no outstanding dependencies? Has the Supplier provided the draft exit strategy plan within one month of the contract commencing? Has the Supplier provided an annual Exit Strategy Plan (from contract commencement date) and updated exit plans? 	Score of 8+/10	5%

A scoring system of 0-10 is used to assess the Supplier's performance in each of the areas measured:

- 0 = Completely Dissatisfied
- 2 = Highly Dissatisfied
- 4 = Mildly Dissatisfied
- 6 = Mildly Satisfied
- 8 = Highly Satisfied
- 10 = Completely Satisfied

Potential Providers should note that the weighting included in the above KPI table are part of the Contract Management process and it is not related to the evaluation process in any way.

In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Authority shall meet with the Potential Provider to understand the root cause of the issue. The Potential Provider shall formulate a Performance Improvement Plan, in agreement with the Authority, to rectify these issues and meet the requirements in this statement.

If poor performance continues, following formal written warnings, early termination of the Contract will also be considered in line with the Framework Terms and Conditions.

The Authority will discuss the KPI scorecard and commentary at Contract Management meetings with the Potential Provider. The Authority will measure

performance using the Key Performance Indicators above. Each month the Potential Provider will be required to complete the section 'Supplier Reported Performance' and a proposed score and provide it to the Contract Manager 5 working days before the Contract Management meeting. A final score and commentary will be agreed by both parties in the meeting. The KPI scorecard template is attached with the ITT pack.

The Authority mandates that DfTc and Executive Agencies shall publish three top KPIs relating to their 'most important' contracts, as per the Sourcing Playbook. The purpose of publishing 3 top KPIs from the DfT's 'most important' contracts is to build trust in the delivery of public services and increase transparency. Furthermore, it is a requirement of the government's transparency agenda (as evidenced in the Sourcing Playbook) that three KPIs from each of the government's most important contracts shall be made publicly available. The Authority will identify the most important contracts to publish and will inform Suppliers of the publication. The Potential Provider must ensure that they report on their KPIs on a monthly basis using the KPI scorecard template which will be provided at the Inception meeting. The Authority also reserves the right to publish KPIs with no further notice to the Potential Provider.

Notwithstanding any other term of this Contract, the Potential Provider hereby gives consent for the Authority to publish to the general public the Contract (and any documents subsequently produced by either party as part of management of the contract – including, but not limited to, performance against key performance indicators and plans to rectify the same etc.) in their entirety, including from time to time agreed changes to the Contract.

Buyer's social value policy

The Supplier is expected to demonstrate how they promote principles of Social Value in their organisation which will include activities that:

- Demonstrate action to support the health and wellbeing, including physical and mental health, in the contract workforce

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature

Name:

Role:

Date:

Joint Schedule 11 (Processing Data)

Definitions

- o 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

- o 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”,

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

- o 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.
- o The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- o 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 Deliverables;

- 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.
- o The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- 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;
 - 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:
 - 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 :
 - 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:
 - o are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - o are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - o 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
 - o have undergone adequate training in the use, care, protection and handling of Personal Data;
 - not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- 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
- 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.
- o Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - 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.
 - o The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
 - o Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

- the Controller with full details and copies of the complaint, communication or request;
 - 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.
- o 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:
- 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.
- o The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- o The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- o Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- 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.
- o The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- o 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).

- o 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

- o 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

- o 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.
- o 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.
- o Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- o 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.
- o 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
 - where it has recorded it in Annex 1 (*Processing Personal Data*).
- o 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.

- o 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.
- o 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”**):
 - 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.
- o 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;
 - 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.

- o 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*).
- o 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*).
- o Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

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

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:

[REDACTED]
[REDACTED]

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	The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller
Duration of the Processing	For the duration of the Framework Contract plus 7 years
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 might include: employment processing, statutory obligation, recruitment assessment etc]
Type of Personal Data	<ul style="list-style-type: none">• Full name• Workplace address• Workplace Phone Number• Names• Job Title• Compensation

	<ul style="list-style-type: none"> • Tenure Information Qualifications or Certificate • Nationality • Education and Training History • Personal Interests • References and referee details • National Insurance Number • Bank statement • Utility bills • Job title or role • Job application details • Start date • End date and reason for termination • Contract type • Compensation data • Photographic Facial Image • Biometric data • Birth certificates • IP address • Details of physical and Psychological health or medical condition • Next of kin & emergency contact details • Record of absence, time tracking & annual leave •
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	For the duration of the Framework Contract plus 7 years

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

1. The Authority expects a refinancing opportunity to emerge in the life of this contract in relation to the IEP and TL projects. In this eventuality the Authority would require high level analysis and advice to understand matters such as, but not limited to:
 - An estimate of the order of magnitude of any refinancing benefit and gain-share with the Authority.
 - The mechanics for calculating shares of any refinancing gain.
 - Review and appraise any refinancing proposals from the SPV.
 - Test the appropriateness of refinancing assumptions provided by the SPV through a benchmarking exercise and/or market engagement.
2. Where the Authority (IEP and TL) or the SPV is seeking a refinancing gain using an approach other than the existing contractual mechanism:
 - Develop alternative options for determining a refinancing gain.
 - Support the Authority with negotiations with the SPV.
 - Advise on any material changes to the financial risk profile for the Authority arising from a refinancing (e.g., level of termination liabilities) and potential mitigations.
 - Advise on the recommended mechanism through which the gain-share would be delivered e.g., as an upfront payment, reduction in leases or SAP payments, or a combination of the two.
 - Review and comment on financial models provided by the SPV.
 - Develop and support the financial close process alongside the SPV and its advisers.
 - Provide, or procure on behalf of the Authority, derivative benchmarking and financial close management services.
3. The Potential Provider will be expected to provide financial, tax and accounting advice. This will also include providing value for money advice; analysis of models to support variations or refinancing and other ad-hoc modelling advice.
4. A cost sharing mechanism exists within the two IEP MARA contracts on IEP for a sharing of any savings / additional costs incurred in relation to the provision of insurance. To support these negotiations the Authority would require high level analysis and advice to understand matters such as, but not limited to:
 - An estimate of the order of magnitude of ongoing benefits or costs to the Authority.
 - The mechanics for calculating outcomes of the sharing mechanisms.
 - Review and appraise any proposals from the SPV.
 - Support to the Authority with negotiations with the SPV as required.
5. It is expected that advice will be provided in a range of formats which includes but is not limited to written reports, contributions to Authority papers and discussions with the Authority's IEP and TL teams. This will be determined through regular briefings between the Authority and the Potential Provider.

6. The Authority may also require the Potential Provider to provide financial advice to support any ongoing legal proceedings which may be required as such time.
7. The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

Buyer Responsibilities

The Buyer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Buyer's premises and staff. Any information provided by the Buyer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Buyer's failure to provide such information and assistance or to comply with its other obligations under this Call Off Contract.

Project Assumptions

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]