

# DPS Schedule 6 (Letter of Appointment Template and Order Schedules)

## Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract Communications Marketplace RM6124 between CCS and the Agency, dated 6-Sept-21.

Capitalised terms and expressions used in this letter have the same meanings as in the Order Incorporated Terms unless the context otherwise requires.

### ORDER:

<b>Order Number:</b>	CR_ 5039
<b>From:</b>	Department for Business and Trade
<b>To:</b>	Southerly Communications trading as SBC

<b>Order Start Date:</b>	11-June-2025
<b>Order Expiry Date:</b>	11-June-2026
<b>Order Initial Period:</b>	12 months
<b>Order Optional Extension Period:</b>	n/a

<b>Goods or Services required:</b>	<p>Goods or Services required are set out in DPS Schedule 1 of the DPS Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.</p> <p>Subsequent calls for Goods or Services shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.</p>
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<b>Key Staff:</b>	<p><b>For the Client:</b></p> <p>██████████</p> <p>██████████████████</p>
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**PROGRESS REPORT FREQUENCY**

Fortnightly for the End of Sprint Review and on the completion of milestones

**PROGRESS MEETING FREQUENCY**

Fifteen-minute workstream standups will be on Tuesday and Thursday every week  
Fifteen-minute cross-workstream standups on Monday, Wednesday and Friday every week  
End of Sprint Reviews will be held every two weeks

**KEY SUBCONTRACTOR(S)**

**n/a**

**COMMERCIALLY SENSITIVE INFORMATION**

**Not applicable**

**SOCIAL VALUE COMMITMENT**

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Proposal)

**SERVICE CREDIT CAP**

Statement of Works signed between both parties  
Customer periodic reviews of Service Levels

**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 Letter of Appointment 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 **CR\_5039***
    - *Order Schedule 1 (Transparency Reports)*
    - *Order Schedule 2 (Staff Transfer)*
    - *Order Schedule 3 (Continuous Improvement)*
    - *Order Schedule 20 (Brief)*
4. CCS Core Terms
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
6. *Order Schedule 4 (Proposal)* as long as any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take

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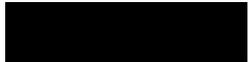
precedence over the documents above.

No other Agency terms are part of the Order Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Goods or Services.

**FORMATION OF ORDER CONTRACT**

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

<b>For and on behalf of the Agency:</b>		<b>For and on behalf of the Client:</b>	
Signature:		Signature:	
Name:		Name:	
Role:	Agency Director	Role:	Commercial Lead
Date:		Date:	

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**ANNEX A**

**Agency Proposal**



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**Annex B**

**Statement of Work-**

**This Statement of Work is issued under and in accordance with the Order Contract entered into between the parties dated 11-June-2025.**

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

1.1 Where a Statement of Work would result in:

- a variation of the Services procured under this Order Contract;
- an increase in the Charges agreed under this Order Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Order Contract, the relevant term(s) will be dealt with as a proposed Variation to this Order Contract in accordance with the Variation procedure set out in Clause 24.

<b>Project:</b>	NDTP – Communications and training material development and design
<b>Project start Date</b>	11-June-2025
<b>Notice period for cancellation</b> <b>[Project Notice Period]:</b>	
<b>Overarching Brand/Campaign</b>	NDTP ndtp.co.uk and informationexchangestandard.org
<b>Goods or Services</b>	1.Conversion of a suite of different training materials into a single designed pack of e-learning materials that can be used to train people new to 4D ontologies and Information Exchange Standard (IES) in particular.  2.Conversion of playbooks developed in PowerPoint into interactive, digital version documents that can be made available on the NDTP website.

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<b>Project Plan:</b>	<p>3. Conversion of technical diagrams into interactive material of presentation/publication standard.</p> <p>4. Development of materials for the NDTP skills programme</p> <p>5. Support of events</p>
<b>Contract Charges:</b>	<p>To be agreed in each Statement of Work</p> <p>The Contract Charges shall be calculated using the daily charge out rates shown in the Tender, and any agreed expenses, provided that the total Contract Charges shall not exceed [REDACTED] excluding VAT. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.</p>
<b>Client Assets:</b>	<p>Pre-existing content for deliverables will be provided to the supplier although additional content will be developed as part of this contract. Existing design assets will also be made available.</p>
<b>International locations:</b>	<p>N/A</p>
<b>Client Affiliates:</b>	<p>N/A</p>
<b>Special Terms:</b>	<p>N/A</p>
<b>Key Individuals:</b>	<p>[REDACTED], Agency Director</p> <p>[REDACTED], Account Director</p> <p>[REDACTED], Strategist and Editor</p> <p>[REDACTED], Creative Director</p> <p>[REDACTED], Designer</p> <p>[REDACTED], Designer</p>
<b>Authorised Agency Approver:</b>	<p>[REDACTED] SBC</p> <p>[REDACTED]</p>

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**Authorised Client Approver:**

[Redacted]	SBC
[Redacted]	
[Redacted]	NDTP
[Redacted]	NDTP

Signed by: [Redacted] .....  
by (print name): [Redacted] .....  
As Agency Authorised Approver for and on behalf of  
[Agency]  
Date <sup>12/6/2025</sup> .....

Signed by: [Redacted] .....  
by (print name): [Redacted] .....  
As Client Authorised Approver for and on behalf of  
[Client]  
Date <sup>12/6/2025</sup> .....

**Joint Schedule (Variation Form)**  
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## Joint Schedule 2 (Variation Form)

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

<b>Contract Details</b>	
This variation is between:	<b>[delete as applicable: CCS / Client] ("CCS" "the Client")</b>
	And <b>[insert name of Agency] ("the Agency")</b>
Contract name:	<b>[insert name of contract to be changed] ("the Contract")</b>
Contract reference number:	<b>[insert contract reference number]</b>
<b>Details of Proposed Variation</b>	

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Variation initiated by:	<b>[delete as applicable: CCS/Client/Agency]</b>
Variation number:	<b>[insert variation number]</b>
Date variation is raised:	<b>[insert date]</b>
Proposed variation	
Reason for the variation:	<b>[insert reason]</b>
An Impact Assessment shall be provided within:	<b>[insert number] days</b>
<b>Impact of Variation</b>	
Likely impact of the proposed variation:	<b>[Agency to insert assessment of impact]</b>

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<b>Outcome of Variation</b>		
Contract variation:	This Contract detailed above is varied as follows:	
	<ul style="list-style-type: none"> <li>• <b>[CCS/Client to insert original Clauses or Paragraphs to be varied and the changed clause]</b></li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert amount]</b>
	Additional cost due to variation:	£ <b>[insert amount]</b>
	New Contract value:	£ <b>[insert amount]</b>

**Joint Schedule (Variation Form)**

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

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

Signature

.....

Date

.....

Name (in  
Capitals)

.....

.....

Address

.....

.....  
Signed by an authorised signatory to sign for and on behalf of the Agency

**Joint Schedule (Variation Form)**  
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Signature

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Date

---

Name (in  
Capitals)

---

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Address

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**Joint Schedule 3 (Insurance Requirements)**  
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## **Joint Schedule 3 (Insurance Requirements)**

### **1. THE INSURANCE YOU NEED TO HAVE**

- 1.1 The Agency shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Agency shall ensure that each of the Insurances is effective no later than:
  - 1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
  - 1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
  - 1.2.1 maintained in accordance with Good Industry Practice;
  - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Agency shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Goods or Services and for which the Agency is legally liable.

### **2. HOW TO MANAGE THE INSURANCE**

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

### **Joint Schedule 3 (Insurance Requirements)**

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#### **3. WHAT HAPPENS IF YOU AREN'T INSURED**

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

#### **4. EVIDENCE OF INSURANCE YOU MUST PROVIDE**

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

#### **5. MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT**

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

#### **6. CANCELLED INSURANCE**

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

#### **7. INSURANCE CLAIMS**

- 7.1 The Agency shall promptly notify to insurers any matter arising from, or in relation to, the Goods or Services, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Goods or Services, the Agency shall co-operate with the Relevant Authority and assist it

**Joint Schedule 3 (Insurance Requirements)**

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in dealing with such claims including without limitation providing information and documentation in a timely manner.

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

**Joint Schedule 3 (Insurance Requirements)**

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**ANNEX: REQUIRED INSURANCES**

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

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

**Joint Schedule 4 (Commercially Sensitive Information)**  
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# 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
N/A	N/A	N/A	N/A

**Joint Schedule 10 (Rectification Plan)**  
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## Joint Schedule 10 (Rectification Plan)

<b>Request for [Revised] Rectification Plan</b>			
Details of the Default:	[ <b>Guidance:</b> Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [CCS/Client]:		Date:	
<b>Agency [Revised] Rectification Plan</b>			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	5.	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	5.	[date]	
Signed by the Agency:		Date:	
<b>Review of Rectification Plan [CCS/Client]</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		

**Joint Schedule 10 (Rectification Plan)**  
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Reasons for Rejection (if applicable)	<b>[add reasons]</b>		
Signed by [CCS/Client]		Date:	

**Joint Schedule 11 (Processing Data)**  
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## **Joint Schedule 11 (Processing Data)**

### **Definitions**

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

<b>“Processor Personnel”</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
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### **Status of the Controller**

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
  - a) “Controller” in respect of the other Party who is “Processor”;
  - b) “Processor” in respect of the other Party who is “Controller”;
  - c) “Joint Controller” with the other Party;
  - d) “Independent Controller” of the Personal Data where the other Party is also “Controller”, in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

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

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

## Joint Schedule 11 (Processing Data)

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- a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - b) an assessment of the necessity and proportionality of the Processing in relation to the Goods or Services;
  - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - b) ensure that it has in place Protective Measures, including in the case of the Agency the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - i. nature of the data to be protected;
    - ii. harm that might result from a Personal Data Breach;
    - iii. state of technological development; and
    - iv. cost of implementing any measures;
  - c) ensure that:
    - i. the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - ii. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - a) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
      - b) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

**Joint Schedule 11 (Processing Data)**

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- d) have undergone adequate training in the use, care, protection and handling of Personal Data;
- d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - I. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
  - II. the Data Subject has enforceable rights and effective legal remedies;
  - III. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - IV. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- 7. 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.
  - a) 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:
    - b) receives a Data Subject Access Request (or purported Data Subject Access Request); receives a request to rectify, block or erase any Personal Data;
    - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
    - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
    - e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
    - f) becomes aware of a Personal Data Breach.
- 8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

## **Joint Schedule 11 (Processing Data)**

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9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
  - a) the Controller with full details and copies of the complaint, communication or request;
  - b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - a) the Controller determines that the Processing is not occasional;
  - b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
  - a) notify the Controller in writing of the intended Subprocessor and Processing;
  - b) obtain the written consent of the Controller;
  - c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

## **Joint Schedule 11 (Processing Data)**

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14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Agency amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

### **Independent Controllers of Personal Data**

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
  - a) to the extent necessary to perform their respective obligations under the Contract;
  - b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to

**Joint Schedule 11 (Processing Data)**

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affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

c) where it has recorded it in Annex 1 (*Processing Personal Data*).

23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):

- a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
  - i. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
  - ii. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

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

- a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

**Joint Schedule 11 (Processing Data)**

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- b) implement any measures necessary to restore the security of any compromised Personal Data;
  - c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Agency is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

**Joint Schedule 11 (Processing Data)**

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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: **data.protection@businessandtrade.gov.uk**

1.1.1.2 The contact details of the Agency’s Data Protection Officer are:

████████████████████

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><b>The Relevant Authority is Controller and the Agency is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Agency is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• <b>Names</b></li> <li>• <b>Email addresses</b></li> </ul> <hr/> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <b>Name and email addresses of attendees only.</b></li> </ul>
Duration of the Processing	Before and during the duration of the contract
Nature and purposes of the Processing	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.

**Joint Schedule 11 (Processing Data)**

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	The purpose might include: employment processing, statutory obligation, recruitment assessment etc
Type of Personal Data	Name and email addresses of DBT staff
Categories of Data Subject	DBT staff
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	No personal data will be retained following expiry of the contract

## **Joint Schedule 11 (Processing Data)**

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### **Annex 2 - Joint Controller Agreement**

#### **1. Joint Controller Status and Allocation of Responsibilities**

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the Agency/Relevant Authority:

- a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- b) shall direct Data Subjects to its 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;
- c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Goods or Services where consent is the relevant legal basis for that Processing; and
- e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Agency's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

#### **2. Undertakings of both Parties**

1.1.2.1 The Agency and the Relevant Authority each undertake that they shall:

- a) report to the other Party every 6 months on:

**Joint Schedule 11 (Processing Data)**

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- I. the volume of Data Subject Access Request (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 Legislation;
  - 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 subject matter of the Contract during that period;
- b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
  - c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
  - d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Goods or Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
  - e) request from the Data Subject only the minimum information necessary to provide the Goods or Services and treat such extracted information as Confidential Information;
  - f) 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;
  - g) 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:

## **Joint Schedule 11 (Processing Data)**

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- i. are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) 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; and
  - iii. have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
  - i. nature of the data to be protected;
  - ii. harm that might result from a Personal Data Breach;
  - iii. state of technological development; and
  - iv. cost of implementing any measures;
- i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

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

### **3. Data Protection Breach**

1.1.3.1 Without prejudice to clause 3.2, 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:

## **Joint Schedule 11 (Processing Data)**

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- a) 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 Legislation; and all reasonable assistance, including:
  - i. 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;
  - ii. 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;
  - iii. co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
  - iv. 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 3.2.

1.1.3.2 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 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 of the Personal Data Breach relating to the Personal Data Breach, in particular:

- a) the nature of the Personal Data Breach;
- b) the nature of Personal Data affected;
- c) the categories and number of Data Subjects concerned;
- d) the name and contact details of the Agency's Data Protection Officer or other relevant contact from whom more information may be obtained;
- e) measures taken or proposed to be taken to address the Personal Data Breach; and
- f) describe the likely consequences of the Personal Data Breach.

## **4. Audit**

1.1.4.1 The Agency shall permit:

## **Joint Schedule 11 (Processing Data)**

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- a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Agency's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Agency so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Agency to assist in the provision of the Goods or Services.

1.1.4.2 The Relevant Authority may, in its sole discretion, require the Agency to provide evidence of the Agency's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

## **5. Impact Assessments**

1.1.5.1 The Parties shall:

- a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

## **6. ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. 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 and/or any relevant Central Government Body.

## **7. Liabilities for Data Protection Breach**

1.1.7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Agency for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Agency) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority

**Joint Schedule 11 (Processing Data)**

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will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Agency shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Agency's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

- b) if in the view of the Information Commissioner, the Agency is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Agency shall be responsible for the payment of these Financial Penalties. The Agency will provide to the Relevant Authority and its auditors, on request and at the Agency's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Agency shall work together to investigate the relevant Personal Data Breach 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 the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

1.1.7.2 If either the Relevant Authority or the Agency is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") 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 the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

1.1.7.3 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) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- b) if the Agency is responsible for the relevant Personal Data Breach, then the Agency shall be responsible for the Claim Losses: and
- c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Agency shall be responsible for the Claim Losses equally.

1.1.7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Agency reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a

## **Joint Schedule 11 (Processing Data)**

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Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

### **8. Termination**

If the Agency is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Agency in accordance with Clause 10 of the Core Terms (*Ending the contract*).

### **9. Sub-Processing**

1.1.91. In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

### **10. Data Retention**

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 necessary for them to retain such Personal Data under applicable Data Protection Legislation 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 the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

**Order Schedule 3 (Continuous Improvement)**  
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## **Order Schedule 3 (Continuous Improvement)**

### **1. Client's Rights**

- 1.1 The Client and the Agency recognise that, where specified in DPS Schedule 4 (DPS Management), the Client may give CCS the right to enforce the Client's rights under this Schedule.

### **2. Agency's Obligations**

- 2.1 The Agency must, throughout the Contract Period, identify new or potential improvements to the provision of the Goods or Services with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Goods or Services and their supply to the Client.
- 2.2 The Agency must adopt a policy of continuous improvement in relation to the Goods or Services, which must include regular reviews with the Client of the Goods or Services and the way it provides them, with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Goods or Services. The Agency and the Client must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Agency shall produce at the start of each Contract Year a plan for improving the provision of Goods or Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Client's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Agency or the Client and ways of working that would provide cost savings and/or enhanced benefits to the Client (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Goods or Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Goods or Services; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Agency's operations and supply-chains relating to the Goods or Services, and identifying opportunities to assist the Client in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Agency to the Client for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Client shall notify the Agency of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty

### **Order Schedule 3 (Continuous Improvement)**

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- (20) Working Days of receipt. If it is rejected then the Agency shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Agency must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Agency shall provide any further information as requested.
- 2.7 If the Client wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Agency must implement such Variation at no additional cost to the Client or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Agency shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
- 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Agency's progress against the Continuous Improvement Plan.
- 2.9 The Agency shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Agency's costs in providing the Goods or Services to the Client be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Client by way of a consequential and immediate reduction in the Charges for the Goods or Services.
- 2.12 If at any time during the Term the Agency reduces its DPS Prices for Goods or Services provided in accordance with the terms of the DPS Contract, the Agency shall immediately reduce the Charges for the Goods or Services under the Order Contract by the same amount. This obligation applies whether or not the Goods or Services are offered in a catalogue provided under the DPS Contract.

**Order Schedule 4 (Proposal)**  
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## **Order Schedule 4 (Proposal)**



**Order Schedule 20 (Brief)**  
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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

### BRIEF TEMPLATE

Department/Organisation: Department for Business & Trade

Contact name: [REDACTED]

Contact email: dbtpeopleandkeyprojects@businessandtrade.gov.uk

DPS ref: RM6124

### Summary

- a) The problem: Need for communications and training material development and design
- a) Mandatory constraints/ services required: Refer to Annex B SOW in Schedule 6 Letter of Appointment.
- b) Constraints that may preclude agencies from accepting this brief
- c) Budget - [REDACTED] + VAT
- d) Timescales – 12 months

### The Problem (and Objectives)

- a) Outcome goals: The requirement is to undertake design work on programme materials ready for wider release, to use existing materials to begin development of an e-learning package related to digital needs, and to develop materials used as part of the NDTP skills programme.

### Agency requirement (Implementation)

- a) Role of the agency: Delivery of SOW
- b) Management and staffing: [REDACTED]  
[REDACTED]  
[REDACTED]
- c) Key delivery milestones: Refer to Annex B SOW in Schedule 6 Letter of Appointment

**Order Schedule 20 (Brief)**

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**Agency response (Evaluation)**

a) Marking scheme: MEAT

**Appointment and timings (Scoring / Evaluation)**

- a) Timescales for tender (stages/ award): Standstill end 8-June-2025, contract will not be entered into before 11-June-2025
- b) Contract length: 12 months
- c) Total contract value: Up to [REDACTED] excluding VAT