

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

Order Form

CALL-OFF REFERENCE: PROC-910-2024

THE BUYER: The Competition and Markets Authority

BUYER ADDRESS The Cabot, 25 Cabot Square, London

THE SUPPLIER: Hill Dickinson LLP

SUPPLIER ADDRESS: No. 1 St. Paul's Square, Liverpool L3 9SJ

REGISTRATION NUMBER: 03001187

DUNS NUMBER: 346987196

SID4GOV ID: 208396

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27th August 2024. It's issued under the Framework Contract with the reference number RM6284 for the provision of Costs Lawyer Services

CALL-OFF LOT(S):
Lot 1: General Costs Law Services

CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6284**
3. Framework Schedule 3 (Framework Prices)
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6284**

- 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)
- Call-Off Schedules for **PROC-910-2024**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility)

No other Supplier terms are 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

None

CALL-OFF START DATE: **27th August 2024**

CALL-OFF EXPIRY DATE: **26th August 2026**

CALL-OFF INITIAL PERIOD: 2 (two) Years, 0 (zero) Months with an option to extend by a further 1 (one) year.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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 is £100,000 (excluding VAT)

CALL-OFF CHARGES

Charges for the Deliverables

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

Table 1a: Hourly Fixed Prices (Routine)

The rates below shall not be subject to variation by way of Indexation

Staff Grade	Rate
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (> 8 years costs litigation experience)</i>	██████
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (> 4 years costs litigation experience)</i>	██████
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (< 4 years costs litigation experience)</i>	██████
Paralegal/Trainee Solicitor	██████

Table 1b: Daily Fixed Prices (Routine)

The rates below shall not be subject to variation by way of Indexation

Staff Grade	Rate
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (> 8 years costs litigation experience)</i>	██████
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (> 4 years costs litigation experience)</i>	██████
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (< 4 years costs litigation experience)</i>	██████
Paralegal/Trainee Solicitor	██████

Table 2: Hourly Fixed Prices (Complex)

The rates below shall not be subject to variation by way of Indexation

Staff Grade	Rate
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (> 8 years costs litigation experience)</i>	
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (> 4 years costs litigation experience)</i>	
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (< 4 years costs litigation experience)</i>	
Paralegal/Trainee Solicitor	

Table 2b: Daily Fixed Prices (Complex)

The rates below shall not be subject to variation by way of Indexation

Staff Grade	Rate
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (> 8 years costs litigation experience)</i>	
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (> 4 years costs litigation experience)</i>	
<i>Solicitor/Costs Lawyer/Chartered Legal Executive/Law Costs Draftsman (< 4 years costs litigation experience)</i>	
Paralegal/Trainee Solicitor	

REIMBURSABLE EXPENSES

None.

PAYMENT METHOD.

Payments are to be made monthly in arrears by BACS.

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

A monthly report detailing progress against work commissioned or as required by the CMA case on the first working day of each calendar month

PROGRESS MEETING FREQUENCY

The Supplier will meet with the CMA on a six-monthly basis for the purposes of contract review meetings to discuss quality measures, and sooner or at any time at the CMA's request if a specific quality matter arises

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

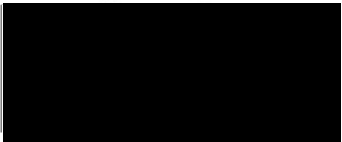



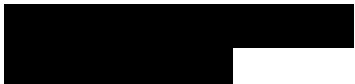

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	28.08.2024	Date:	27 August 2024

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

Background

In February 2022 the CMA issued its Prochlorperazine Decision (case 50511-2). In addition, the CMA brought proceedings in the High Court seeking Competition Disqualification Orders (“**CDO**”) against seven individuals in relation to its Prochlorperazine Decision. Appeals were brought in the Competition Appeal Tribunal (“Tribunal”) against the CMA’s Prochlorperazine Decision (the “**Appeals**”).¹

The appeal proceedings commenced in April 2022. A single trial was held between 5 June 2023 – 27 June 2023 and 26 July 2023 – 7 August 2023 to determine the Appeals and the competition condition of the CDO proceedings, which was transferred from the High Court to the Tribunal for determination alongside the Appeals.

In May 2024, the Tribunal issued a judgment setting aside the CMA’s decision and holding that the transferred part of the CDO claim was not satisfied.

The CMA is exposed to potential liability for costs in relation to the Appeals and CDO proceedings and therefore seeks to instruct cost lawyers with expertise and experience in complex multi-party costs litigation.

Scope of Legal Support Required

The CMA’s Litigation Unit is part of the CMA Legal Service and acts for the CMA in all its civil litigation.

The CMA does not employ specialist costs lawyers. It is therefore normal practice for the CMA to instruct specialist costs lawyers to undertake substantial costs work on both routine and more complex cases. The work often includes:

- Drafting and reviewing Bills of Costs, Points of Dispute and any Replies;
- Advising, negotiating and undertaking work in respect of detailed costs assessments;
- Work in respect of costs management and costs budgeting as required by the Civil Procedure Rules (“**CPRs**”).

The CMA requires an experienced external resource of specialist costs lawyers, capable of handling substantial and complex costs disputes, to assist its Litigation Unit in meeting the demand of work in respect of minimising the CMA’s costs liability in relation to the Appeals and CDO proceedings.

This work will likely include the following (non-exhaustive) deliverables/workstreams:

Deliverables

1. Advice

The specialist costs lawyers shall provide advice to the CMA on all aspects of costs, including on its defence of cost claims and the minimisation of the CMA’s potential costs liabilities, as required. Advice may be sought at any stage of the cost proceedings, including leading up to and following particular milestones.

2. Reviewing Bills of Costs and Preparing Points of Dispute

The specialist costs lawyers shall review Bill of Costs and shall prepare and advise the CMA on Points of Dispute in accordance with the CPRs or applicable court or Tribunal rules within a timescale to be agreed by the Litigation Unit.

¹ [Prochlorperazine \(1432;1434;1438-1439\) - Judgment | 23 May 2024 \(catribunal.org.uk\)](#)

3. Correspondence and Negotiation

The specialist costs lawyers shall conduct all stages of the CMA's costs negotiations and subsequent costs proceedings, including correspondence and negotiation with parties and the resolution of any disputes, on behalf of the CMA and in accordance with the Litigation Unit's instructions.

4. Advocacy

The specialist costs lawyers shall be responsible for conducting any advocacy in respect of hearings relating to costs, on behalf of the CMA and in accordance with the Litigation Unit's instructions. This may include, but shall not be limited to, any applications, directions hearings, detailed assessments and appeals, unless it is appropriate to instruct Costs Counsel.

5. Instructing Counsel

The specialist costs lawyers shall instruct Costs Counsel when requested by the Litigation Unit, in accordance with the CMA's requirements to instruct its panel of standing counsel and the Attorney General's (the "**AG**") panel, and the need to obtain the AG's approval to instruct off-panel. Any application to the AG for an off-panel nomination shall be made by the Supplier with the Litigation Unit's input. The Litigation Unit's approval must be sought for choice of counsel before instruction.

Account Management

Litigation Unit Point of Contact

Instructions from the CMA to the Supplier may be provided by any of the lawyers in the Litigation Unit. Instructions will set out the work required and any deadlines the Supplier is required to meet.

Allocation and Case Handling and Service Levels

The CMA requires a named point of contact from the Supplier with responsibility for allocation of workstreams and to provide an initial response, including confirmation of the Supplier case holder(s), to any CMA instructions.

The Litigation Unit is often working to very challenging timelines. It is therefore essential that any instructions and requests for all costs work and advice, queries and support are dealt with by the Supplier in a timely manner according to the required Service Levels and that the Litigation Unit is informed of the Supplier's point of contact for each workstream

To facilitate this, the CMA requires the Supplier to confirm and provide two named points of contact – the case holder and their line manager – who will be responsible for managing and delivering all aspects of the CMA's costs work in relation to any particular matter.

The Supplier's staff assigned to each case shall have the relevant qualifications and experience to deliver the work to the required standard.

Response Times

As a minimum, the CMA requires the following responses from the Supplier:

- Same day acknowledgement of either email or telephone contact from the CMA being received;
- Within one day of a request for costs work being received/instructions being received, an indication of the response times in respect of those requests for costs work (queries/support/advice);

- Within 7 days of a request for costs work being received/instructions being received, an estimate of the likely cost of the services in respect of the request/instructions.

Invoicing

The CMA will provide the Supplier with case reference details in relation to any instructions. Invoicing is required on a monthly basis.

Management Information

The CMA requires the Supplier to provide the following management information (or as otherwise agreed by the CMA case holder):

- A monthly report detailing progress against work commissioned or as required by the CMA case holder;
- The Supplier will meet with the CMA on a six-monthly basis for the purposes of contract review meetings to discuss quality measures, and sooner or at any time at the CMA's request if a specific quality matter arises;
- The CMA shall be entitled to require the Supplier to prepare and provide a Rectification Plan within 14 days of a written request by the CMA;
- Any changes to the way in which the Services are planned to be delivered must be brought to the CMA's attention and agreed prior to any such changes being implemented.

The Supplier will be required to adhere to the Service Levels detailed below in the Service Level table, detailing the above points for Response Times, Invoicing and Management Information as specific SLAs.

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
Same day acknowledgement of either email or telephone contact from the CMA being received. Providing contact made before 14.00pm.	Response Times (Availability / Initial response time)	100% at all times	24 Hrs in all Instances	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	No
Upon CMA request for costs work being received/instructions being received, an indication of the response times in respect of those requests for costs work (queries/support/advice).	Response Times (Work Costs and Instructions)	100% at all times	24 Hrs in all Instances	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	No
Estimate of the likely cost of the services requested.	Response Times (Request for service/Instructions, Estimates)	100% at all times	Within 7 days of the request/instructions	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	No

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Call-Off Ref: PROC-910-2024/ Framework Ref: RM6284 Costs Lawyer Services 2

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Compliant invoice submission and Accurate timely billing of Buyer.	Response Times (Accuracy/Timelines)	100% at all Times	Compliant Invoices to be submitted no later than 30 days after service provision during any 6 month period	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	No
Report detailing progress against work commissioned or as required by the CMA case holder	Management Information (Progress Reporting)	100% at all Times	Monthly	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	No
The Supplier will meet with the CMA on a six-monthly basis for the purposes of contract review meetings to discuss quality measures, and sooner or at any time at the CMA's request if a specific quality matter arises.	Management Information (Meetings)	100% at all Times	Six-Monthly or As Required.	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	No
The CMA requires the Supplier to prepare and provide a Rectification Plan within 14 days of a written request by the CMA. In accordance with Joint Schedule 10 (Rectification Plan) .	Improvement (Rectification Plan)	100% at all Times	14 Days	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	No
Any changes to the way in which the Services are planned to be delivered must be brought to the CMA's attention and agreed prior to any such changes being implemented.	Service Delivery	100% at all Times	In all Instances	1% Service Credit gained for each percentage under the specified Service Level Performance Measure	No

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):

“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

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

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

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

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and

Joint Schedule 11 (Processing Data)

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

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- UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 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:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 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;

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- (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.
- 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 Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Joint Schedule 11 (Processing Data)

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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 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 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• CMA staff's Personal Data (which may include sensitive data for certain agreed services), Personal Information of visitors,• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority engaged in the performance of the Relevant

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	Authority's duties under the Contract) for which the Relevant Authority is the Controller.
Duration of the Processing	For the duration of the Contract
Nature and purposes of the Processing	<p>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.</p> <p>The purpose might include: management media agencies or media placements, strategic advice, project management, valuation.</p> <p>Day to day management and performance of obligations under the Contract, including exit management and other associated activities.</p>
Type of Personal Data	Personal Data including but not limited to: Name, Work Email, Job title, Work Phone number, Work address, Image, Sensitive data such as accident and injury or health related data. Protected information as defined in Equality Act.
Categories of Data Subject	Personal Data including but not limited to: Name, Work Email, Job title, Work Phone number, Work address, Image, Sensitive data such as accident and injury or health related data. Protected information as defined in Equality Act.
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	<p>All data and any copies held by the Supplier must be securely erased once the Processing is complete, unless the Supplier is required by law to retain it.</p> <p>All Storage Media that has held CMA data must be securely destroyed at the end of life of the media. All destruction of media must be in line with good industry practice</p>