

## **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 (RM6124) between CCS and the Agency (Supplier), dated 06/09/2021.

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 Ref Number:</b>	DDaT22392
<b>From:</b>	<b>UK Research and Innovation</b> Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FL
<b>To:</b>	<b>Freshwater UK Ltd</b> Hodge House 114-116 St Mary Street Cardiff CF101DY

<b>Order Start Date:</b>	04/12/2023
<b>Order Expiry Date:</b>	03/12/2024
<b>Order Initial Period:</b>	1 Year
<b>Order Optional Extension Period:</b>	There is an optional extension for a period of 1-year if the buyer wishes to utilise.

<b>Goods or Services required:</b>	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. 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.
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**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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<b>Key Staff:</b>	<b>For the Buyer:</b> Name: Role: Comms and Marketing Manager Email: [REDACTED]  <b>For the Supplier:</b> Name [REDACTED] Role: Contract Manager Email: [REDACTED]  [REDACTED]
<b>Guarantor(s)</b>	Not Applicable

<b>Order Contract Charges (including any applicable discount(s), but excluding VAT):</b>	The maximum contract value for the initial 1-year duration shall not exceed £44,775.00 excluding VAT. This is to be utilised on a call-off basis.  Refer Order Schedule 5 (Pricing Details)
<b>Liability</b>	See Clause 11 of the Core Terms  Estimated Year 1 Charges: £44,775.00 excluding VAT
<b>Additional Insurance Requirements</b>	Not Applicable
<b>Client billing address for invoicing:</b>	Invoice to be addressed to UKRI - IUK, C/O UK Shared Business Services Ltd, Polaris House, North Star Avenue, Swindon, SN2 1UH.  All invoices should be submitted in the Workday Supplier Porta, quoting a valid Purchase Order Number (PO Number), to: [REDACTED] and copying [REDACTED]

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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<b>Special Terms</b>	Not Applicable
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**PROGRESS REPORT FREQUENCY**

- This is to be discussed and agreed between both parties

**PROGRESS MEETING FREQUENCY**

- This is to be discussed and agreed between both parties

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

N/A

**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**

N/A

**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 6 (Key Subcontractors)*
    - *Joint Schedule 7 (Financial Difficulties)*
    - *Joint Schedule 10 (Rectification Plan)*
    - *Joint Schedule 11 (Processing Data)*
    - *Joint Schedule 12 (Supply Chain Visibility)*
  - *Order Schedules for DDaT22392*
    - *Order Schedule 1 (Transparency Reports)*
    - *Order Schedule 3 (Continuous Improvement)*
    - *Order Schedule 5 (Pricing Details)*
    - *Order Schedule 6 (ICT Services)*
    - *Order Schedule 7 (Key Supplier Staff)*
    - *Order Schedule 8 (Business Continuity and Disaster Recovery)*
    - *Order Schedule 9 (Security)*

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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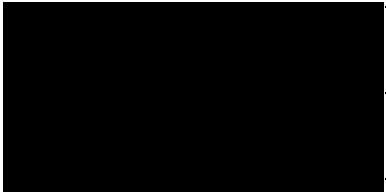
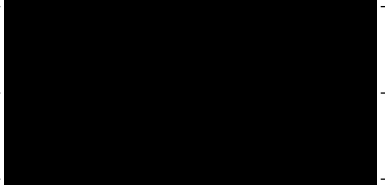
- *Order Schedule 10 (Exit Management)*
  - *Order Schedule 15 (Order Contract Management)*
  - *Order Schedule 16 (Benchmarking)*
  - *Order Schedule 18 (Background Checks)*
  - *Order Schedule 20 (Order Specification)*
4. **CCS Core Terms**
  5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
  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 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**

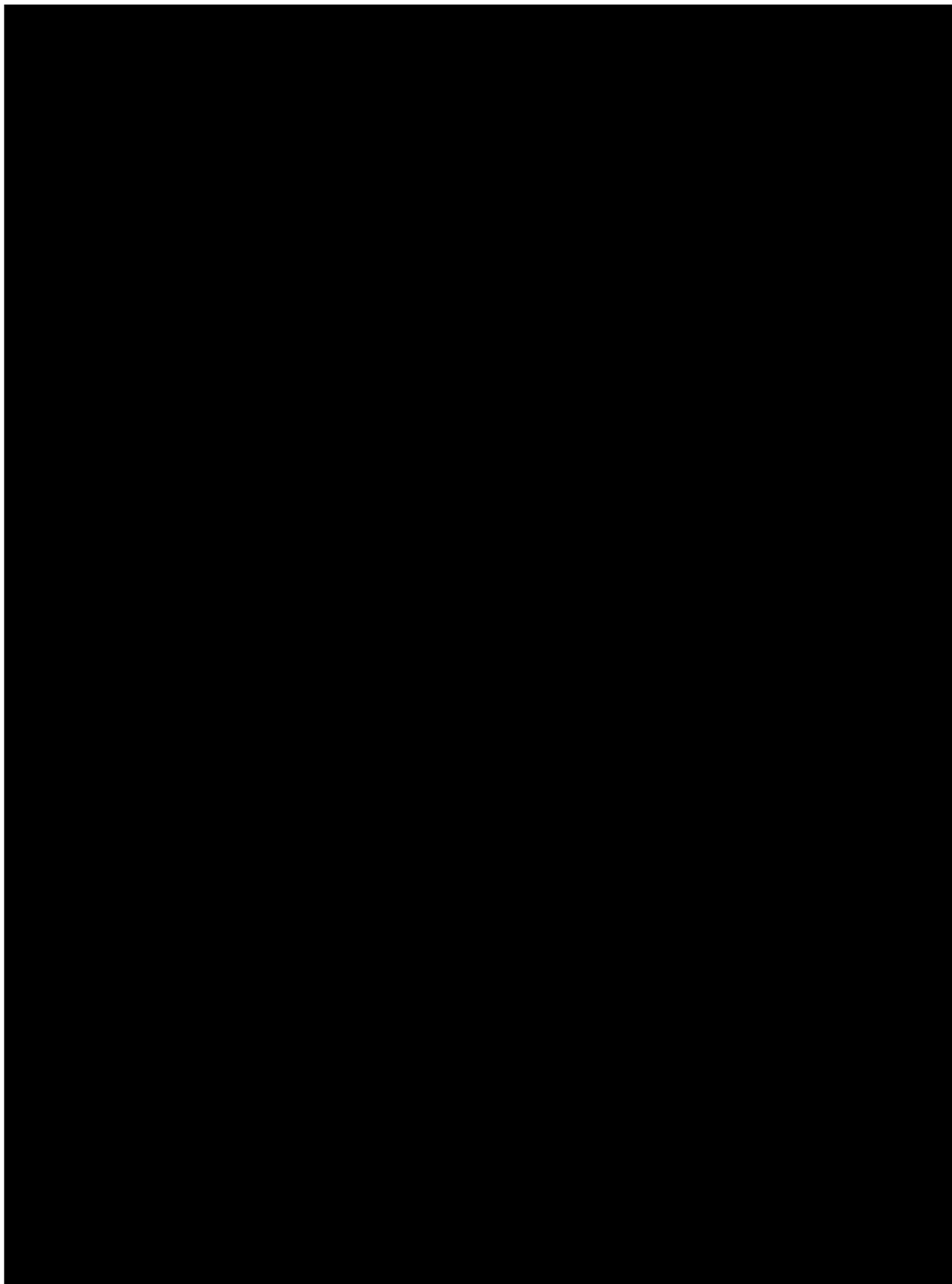
BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency (Supplier) agrees to enter into an Order Contract with the Client (Buyer) to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

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 (Buyer) acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency (Supplier) within two (2) Working Days from such receipt.

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	
Role:	Finance Director	Role:	Head of Procurement
Date:	30/10/2023	Date:	31/10/2023

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**  
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**ANNEX A - Agency Proposal**



## **Annex B - Statement of Work**

**This Statement of Work is in accordance with the Order Contract entered into between the parties shall be provided by the supplier in agreement with the Buyer within 30 days after the contract commence date.**

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>	<i>Set out a short description of the Project.</i>
<b>Project start Date</b>	<i>Set out the start date for this Project and its duration and the likely end date if known– state whether for a fixed term or an initial term with extension periods</i>  <i>Where the parties are agreeing a Project Notice Period for cancellation of Project, specify the notice period</i>
<b>Notice period for cancellation</b>	
<b>Project Notice Period:</b>	
<b>Overarching Brand/Campaign</b>	<i>N/A</i>
<b>Goods or Services</b>	<i>Set out a description of the Goods or Services to be supplied by the Agency for this Project.</i>  <i>State any specific activities agreed in the pitch that are to be delivered as part of this campaign.</i>  <i>Ensure you capture any work across distinct specialisms or channels, for example if you were working on an integrated campaign you may write:</i> <ul style="list-style-type: none"> <li>• <i>Creative for campaigns (service)</i></li> <li>• <i>Development and testing of creative propositions (deliverables)</i></li> </ul>

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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	<ul style="list-style-type: none"> <li>• <i>Creative assets for use on social media</i></li> <li>• <i>Delivery of creative assets for “Above the Line” media</i></li> <li>• <i>Seamless working with the client’s media buyer to deliver assets in the correct format to required deadlines</i></li> <li>• <i>PR</i></li> <li>• <i>PR strategy that compliments the “Above the Line” approach</i></li> <li>• <i>Development and delivery of PR hooks/stunts in agreement with the client</i></li> <li>• <i>Development of three Op eds, case studies and three feature articles</i></li> <li>• <i>Management of media at up to seven events, working with departmental press office</i></li> <li>• <i>Evaluation in accordance with the OASIS framework</i></li> </ul> <p><i>State if you require any specific requirements and ways of working such as third-party consents, licences, clearances that Agency needs to obtain and products or purchases.</i></p> <p><i>State that Client’s use of the Goods or Services will be “subject to any third-party usage rights which are notified to the Client in accordance with this Order Contract “.</i></p>
<b>Project Plan:</b>	<i>Set out the timing of each phase of the project, any key dates and/ or delivery of the Services and/or the Goods or Services (if known)</i>
<b>Contract Charges:</b>	<p><i>Set out the calculation of the Contract Charges (including rules for the recovery of expenses where applicable) payable to Agency for this Project e.g. details of any fixed price, time and materials in which case Agency’s Rate Card should be attached, together with invoice dates or milestones that trigger payment.</i></p> <p><i>Set out any payment terms specific to the Project.</i></p> <p><i>The Contract Charges shall be calculated using the hourly charge out rates shown in the pricing schedule, provided that the total Contract Charges shall not exceed £44,775.00 excluding VAT For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.</i></p>

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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<b>Client Assets:</b>	<i>Set out details of the materials or information to be provided to the Agency.</i>
<b>International locations:</b>	<i>If Services are to be supplied outside the UK, specify additional territories here</i>
<b>Client Affiliates:</b>	<i>If relevant, set out any Client Affiliates which will be using Goods or Services</i>
<b>Special Terms:</b>	<i>Set out any special terms that are intended to take precedence over the Order Terms and/or the Schedules to the Order Terms such as, security requirements, warranties, specific insurance requirements, any specific data reporting requirements etc.</i>
<b>Key Individuals:</b>	<i>Set out details of the key personnel from the Agency for this Project if relevant.</i>
<b>Authorised Agency Approver:</b>	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.</i>
<b>Authorised Client Approver:</b>	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.</i>

Signed by:.....

by (print name):.....

As Agency Authorised Approver for and on behalf of **TBC**

Date.....

Signed by:.....

by (print name):.....

As Client Authorised Approver for and on behalf of UK Research and Innovation

Date.....



## 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>		
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>	
<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>

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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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

Signature

Date

Name (in  
Capitals)

Address

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**  
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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.

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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**Joint Schedule 3 (Insurance Requirements)**

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- 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.

**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 10 (Rectification Plan)

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

## 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 Goods or Services;

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

Crown Copyright 2021

- (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
      - (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



**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

Crown Copyright 2021

- 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 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:
- (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 6 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 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;

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

Crown Copyright 2021

- (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).

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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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 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,

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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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.

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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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 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.

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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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 [REDACTED] Relevant Authority's Data Protection Officer are:
- 1.2 The contact details of the Agency'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	The Contracting Authority is Controller, and the Agency (Supplier) is Processor
Subject matter of the processing	The processing is needed in order to ensure that the Supplier can effectively deliver the contract. The contract requires the supplier to contact our delivery partners to produce written content (our delivery partners are separate organisations that receive grants from Innovate UK to deliver the Innovate UK EDGE service, who have data protection vis a vis Innovate UK baked into their own GFAs)
Duration of the processing	Data will be processed for the duration of the contract including any optional extension.
Nature and purposes of the processing	<p>The supplier will be required to contact staff employed at our grant funded delivery partners as Innovation and Growth Specialists (IGS') and Marketers by the Innovate UK EDGE to work with them to produce written content for the Innovate UK EDGE website. This will involve the supplier having access to a spreadsheet where IGS' have submitted their contact information and given permission to be contacted for the purpose of progressing the writing of case studies. The IGS' also include end client business contact details and because these end clients are the subjects of the case studies, the supplier will in most cases need to contact the client to confirm details or obtain quotations. The case studies are published in public, with the IGS' and end clients' permissions.</p> <p>The supplier is free to use full time employed staff or freelancers with whom it has a contract, to examine the spreadsheet which contains the business contact details of the IGS' at delivery partners and our ultimate clients (in addition to containing details about the client businesses and their operations).</p>
Type of Personal Data	Personal data to be processed will include:

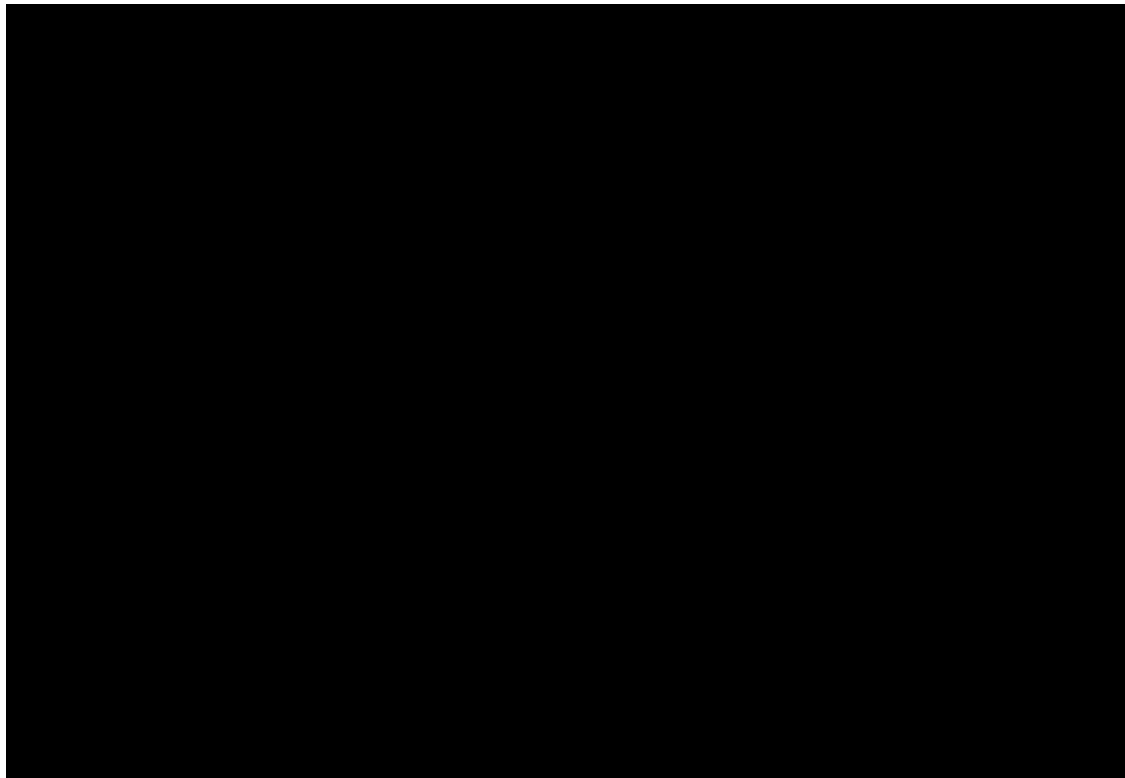
**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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	<ul style="list-style-type: none"> <li>Names,</li> <li>job titles,</li> <li>email addresses (work and occasionally personal if that is what the business or IGS has supplied)</li> <li>telephone numbers (work and occasionally personal if that is what the business or IGS has supplied)</li> </ul>
Categories of Data Subject	<p>Data subjects will include:</p> <ul style="list-style-type: none"> <li>Individuals who submit case studies/ success stories for consideration and publication (these will be staff employed as Innovation and Growth Specialists by organisations in a grant funded relationship with the Contracting Authority).</li> <li>Business owners and staff within businesses that are the subject of submitted case studies.</li> <li>Staff within the Contracting Authority.</li> </ul>
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>Personal data collected and processed by the Supplier in order to fulfil their contractual obligations shall be deleted once the contract comes to an end.</p> <p>At this time, personal data stored in digital format (whether locally on devices or online) should be securely deleted. Any printed materials or recordings containing personal data should also be securely destroyed at this time</p>

## **Order Schedule 5 (Pricing Details)**

As per price submission AW5.2 Pricing Schedule



The maximum contract value for the initial 1-year duration shall not exceed £44,775.00 excluding VAT. This is to be utilised on a Call-Off basis.

There is an optional extension period of a further 1-year, which shall not exceed £44,775.00 excluding VAT. This is to be utilised on a Call-Off basis.

The total contract value including optional extension shall not exceed £89,550.00 excluding VAT.



## Order Schedule 7 (Key Agency Staff)

- 1.1 The Order Form (Letter of Appointment) lists the key roles ("**Key Roles**") and names of the persons who the Agency shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Agency shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Client may identify any further roles as being Key Roles and, following agreement to the same by the Agency, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Agency shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Client or the Client Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person's employment or contractual arrangement with the Agency or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Agency shall:
  - 1.5.1 notify the Client promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Agency shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Goods or Services; and
  - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Client may require the Agency to remove or procure that any Subcontractor shall remove any Key Staff that the Client considers in any respect unsatisfactory. The Client shall not be liable for the cost of replacing any Key Staff.