

LONDON COUNCILS

London Councils Freedom Pass Data Cleansing and Data Management RFQ

Stephen Boon

3/28/2019

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Brief: London Councils Freedom Pass Data Cleansing and Data Management

A. Introduction

1. London Councils seeks quotations for a data cleansing and data management service to verify the residency of Freedom Pass holders and to improve quality of data. London Councils will provide a file (see below) containing individual pass holder records. The successful bidder will provide London Councils with data matching tools and data analysis capabilities and conduct their own background checks to ascertain which pass holders no longer reside at the address provided by London Councils, and where possible provide an alternative address for those pass holders.
2. London Councils will pay the successful bidder per negative match suppression i.e. per pass holder record where the pass holder no longer resides at the address provided by London Councils. Previous exercises of a similar nature returned negative matches at a rate between 6-8 per cent¹.
3. London Councils will assess quotations based on price and quality criteria (see below) and will put a premium on the ability to provide an accurate service that minimises false negative returns. Please note that London Councils expects the total value of the contract to be below the current OJEU limit of £181,302 and will not consider tenders over this value.
4. You are invited to submit a quote by e-mail TMtenders@londoncouncils.gov.uk, by 12 noon on 12 April 2019. Quotations shall remain open for acceptance for not less than sixty (60) days from such date, or in the event that the aforementioned date is extended, the final date for submission of quotes.
5. You are required to respond in no more than 10 pages (Arial 11 font) and set out your prices as indicated in the section on fees and costs below.
6. For additional information about this opportunity, please contact:

Name: Stephen Boon

Title: Chief Contracts Officer

e-mail : TMtenders@londoncouncils.gov.uk

¹ London Councils cannot warrant or give any guarantee that the volumes will be the same for future exercises.

B. Background

About London Councils

7. London Councils is the representative organisation for the 32 London boroughs and the City of London. London Councils is committed to fighting for more resources for London and getting the best possible deal for London's 33 councils. It also acts as a think-tank in new policy initiatives, spreads good practice amongst its members and provides a range of valuable services.
8. London Councils' Transport and Environment Committee is responsible for transport policy, traffic and parking enforcement, the London Tribunals service, concessionary fares and regulatory and environmental issues.
9. London Councils has management responsibility for the London concessionary travel scheme which comprises the 33 individual schemes of the London boroughs, each of which is an individual Travel Concession Authority (TCA).

The Freedom Pass scheme

10. Freedom Pass, the London concessionary travel scheme, entitles eligible older and disabled people whose sole or principal residence is within one of the 32 London boroughs or City of London to free travel on most public transport in London 24 hours a day (after 9.30am on most National Rail services within the London area), including all day at weekends and on public holidays. This pass may also be used to travel on local bus services in the rest of England under the terms of the Concessionary Bus Travel Act 2007.
11. London Councils manages over 1.1million ITSO/Oyster live smartcards issued for the ENCTS, with 1million smartcards issued to older person pass holders.
12. Passes are issued with a five year lifetime. At the point that a card is due to expire older person pass holders must continue to meet the residency criteria for the scheme in order for their pass to be renewed.
13. Further, in order to ensure that older person pass holders continue to be eligible on the grounds of residency and to effectively manage the costs of the scheme, London Councils conducts a review of eligibility at the mid-point of the lifetime of the card.
14. London Councils carries out mortality screening three times a year using data from the National Fraud Initiative.

C. Objectives

Scope of Services

15. The data matching service that is the subject of this invitation to quote is part of the mid-term review and renewals. London Councils will provide a CSV file (Schedule 1 Data Sets) containing individual pass holder records. The successful bidder will provide London Councils with data matching tools and data analysis capabilities and

conduct background checks to ascertain which pass holders no longer reside at the address they provided to London Councils, and where possible provide an alternative address for those pass holders.

16. This information will be used as the basis on which to write out to the members whose addresses have changed. The purpose of the mid-term review and renewal is cost avoidance i.e. ensuring that only those eligible for the scheme have access to travel.
17. The desire to avoid costs also applies in the context of the data matching exercise. In order to reduce unnecessary communications and cost, it is vital that the negative data matches provided by the successful organisation are accurate. The provision of inaccurate data could mean that London Councils write to people who are in fact eligible for the scheme. These individuals are likely to communicate with London Councils and this will lead to additional costs downstream. London Councils understands that it will be impossible to completely avoid false negative matches. However, bidders should demonstrate what measures they will put in place to minimise them. Bidders should also provide a means for record holders to complain about false negative matches and have their data corrected.
18. The following sets out a timescale for the dates and current volumes of cards that will be part of a data cleanse for the mid-term reviews and renewal exercises over the next 4 years². Please note that volumes and dates are indicative, card volumes will decrease as and when cards are stopped (deceased/moved out of London) or replaced (with a later expiry date):

Exercise	Date	Potential volumes
MTR of 2022 expiry cards	September 2019	52,500
Renewal of 2020 expiry cards	December 2019	653,000
MTR of 2023 expiry cards	September 2020	141,500
Renewal of 2021 expiry cards	December 2020	109,000
MTR of 2024 expiry cards	September 2021	37,000
Renewal of 2022 expiry cards	December 2021	52,500
MTR of 2025 expiry cards	September 2022	650,000

² Please note that these volumes represent our current best estimate and may go up or down over the lifetime of the contract, due to on-going churn of the scheme membership. Therefore, they are to be used as guide and do not constitute a guarantee of volume by London Councils.

Renewal of 2023 expiry cards	December 2022	141,500
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Outputs and Milestones

19. An outline project plan detailing timescales for the project is provided below (please note that these are indicative and London Councils reserves the right to amend the dates or discontinue the exercise completely):

Activity	Start Date	End Date
Launch opportunity	29/03/2019	
Response deadline		12 noon 16 April 2019
Assessment of quotes	15/04/2019	17/04/2019
Award	18/04/2019	
Contract start date	18/04/2019*	18/04/2023

*Please note that London Councils expects the contract to commence from 18 April 2019 for 4 years but may take a view to start the contract from 18 April 2020 for a period of 3 years. Bidders should provide prices for both options.

Fees and Costs

Rates and prices shall be deemed inclusive of all additional expenses howsoever incurred. London Councils will pay the successful bidder for:

Negative match i.e. pass holder no longer at address £TBC

Alternative address (to be provided in the address format specified by London Councils) £TBC

The successful bidder will be required to reimburse London Councils for the cost of false negative matches i.e. individuals identified as having moved away, but who were later able to prove they still resided at the residence originally notified to the supplier by London Councils.

D. Conduct of the Exercise

Selection Criteria

Bidders must supply at least one (and no more than three) example(s) of similar projects undertaken. These examples should include the following information:

1. Name of the client
2. Scale of the exercise
3. The original project timescales
4. The actual project delivery dates
5. The results of the exercise (including the level of accuracy achieved).

Answers will be scored using the following criteria:

Score	Description
0	Example not relevant and/or the required information is missing
1	Example partly relevant and/or the required information is partly provided
2	Example mostly relevant and/or the required information is mostly provided and mostly convincing
3	Example fully relevant and/or the required information is fully provided and fully convincing.

Only bidders that score 2 or more will be considered further

- Bidders will also be required to sign a contract and data sharing agreement with London Councils. Bidders may suggest using their own terms, but those that do so, will be required to demonstrate how these meet or exceed the requirements set out in London Councils contract and data sharing agreement. London Councils reserves the right not to accept the bidder's alternative terms and conditions.

Award Criteria

Tenders will be evaluated on the basis of the most economically advantageous tender. Forty (40) per cent of the final score will be awarded on the basis of cost. Sixty (60) per cent of the final score will be awarded on the basis of a narrative response to the questions listed below. The bidder who achieves the highest overall score will be selected³.

Cost

The method used to evaluate cost is as follows:

³ London Councils reserves the right not to award to any bidder.

$$\frac{\text{Lowest price submission} * \text{Individual financial component weighting}}{\text{Bidder's individual price}}$$

Each element outlined in the fees and costs section will be evaluated equally.

Narrative responses

Bidders should answer the following questions. The relative scoring values are indicated in brackets.

1. Describe how you will meet the requirements of the data matching exercise, with regard to the following (60%):
 - a. Meeting the project timescales (20%)
 - b. File transfers (20%)
 - c. Ensuring the accuracy of the results (20%)
2. Describe how you will manage the project including reference to any project management techniques and methodologies you will use (15%)
3. Describe the technical and organisational measures, policies, procedures and systems you will use to ensure that London Councils data is protected (15%).
4. London Councils prefers not to pay for false negative matches (see fees and costs above). What circumstances would you consider to be an exception to this i.e. under what circumstances do you consider a false negative match should be paid for by London Councils? (10%).

The table below sets out London Councils expectations of responses for each of the questions.

Question	Expectation
1.a	The bidder has clearly demonstrated that it understands London Councils timescales, identifies possible barriers and solutions to them, describes the features of its service and articulates the benefits to London Councils in a manner that provides assurance that it will be able to meet the project timescales and set out <u>how</u> it will do so supported by <u>evidence</u> .
1.b	The bidder has clearly demonstrated that it can work with London Councils' proposed file formats and has identified a robust methodology for the transfer of data. The bidder identifies possible issues and solutions to them, describes the features of its service and articulates the benefits to London Councils in a manner that provides assurance that it will be able to meet the project requirements and set out <u>how</u> it will do so supported by <u>evidence</u> .
1.c	The bidder identifies a wide selection of relevant data sources and describes the analytical tools used to make use of these in the context of this project. The bidder identifies possible issues and solutions to them, describes the features of its service and articulates the benefits to London Councils in a manner that provides assurance that it will be able to avoid false negative results and enable the correction of errors. The response sets out <u>how</u> it will do so supported by <u>evidence</u> .

2	The bidder has clearly demonstrated a project management approach that provides significant assurance to London Councils. The bidder identifies possible issues and solutions to them, describes the features of its service and articulates the benefits to London Councils in a manner that provides assurance that it will manage the project effectively and set out <u>how</u> it will do so supported by <u>evidence</u> .
3	The bidder sets out technical and organisational measures, policies, procedures and systems that provide significant assurance to London Councils. The bidder identifies possible issues and solutions to them, describes the features of its service and articulates the benefits to London Councils in a manner that provides assurance that it will manage the project effectively and set out <u>how</u> it will do so supported by <u>evidence</u> .
4	The bidder has clearly set out a set of exceptions. The exceptions fairly balance risk and reward for both parties and do not exclude the majority of false positive responses.

Each answer to the questions above will be evaluated using a scoring breakdown demonstrated in the table below.

Score	Description
0	Completely fails to meet required standard or does not provide a proposal.
1	Proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals.
2	Proposal falls short of achieving expected standard in a number of identifiable respects.
3	Proposal meets the required standard in most material respects, but is lacking or inconsistent in others.
4	Proposal meets the required standard in all material respects.
5	Proposal meets the required standard in all material respects and exceeds some or all of the major requirements.

Appendix 1 Contract and Sharing Agreement

Between

London Councils and

<<Name of Contractor>>

Dated 2019

This Data Processing and Sharing Agreement is made the day of
2019

Between:

- (1) **LONDON COUNCILS** of 59 ½ Southwark Street, London, SE1 0AL ("the Authority") a joint committee of the London Boroughs and the Court of Common Council established under sections 101 and 102 of the Local Government Act 1972; and
- (2) Name of Contractor of address of the **Contractor**

Background:

- (A) London Councils and the Contractor entered into an agreement for the provision of data matching services dated <<insert date>> as detailed in the Brief.
- (B) The Contractor is required to enter into a data processing and sharing agreement with London Councils setting out the data sets to which the Contractor requires access in order to perform the Services, any format requirements for data sets, the frequency with which the Contractor will require access to data sets, the terms upon which London Councils will provide the Contractor with access to data sets, and any reasonable assistance that the Contractor may require from London Councils in order to set up the data sharing arrangements.
- (C) The parties have agreed to enter into this agreement.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 In this Data Sharing Agreement, unless the context otherwise requires, the following words have the following meanings:

Data Sets	the data to which the Contractor requires access in order to perform the Services listed in the Brief;
Data Transfer Plan	a plan to be created for the transfer of the Data Sets materially in the form attached at Schedule 2;
Information	means any information, including Personal Data, provided by the London Councils to the Contractor for the purposes of providing the Services;

**Freedom Pass Data
Cleansing and Data
Management Brief**

the procurement brief supplied by London Councils and for which the Contractor submitted a tender;

Services

the services provided by the Contractor pursuant to the Brief.

- 1.2 The requirements of the Brief and the terms Data Sharing Agreement respectively shall apply to this Data Sharing Agreement to the extent applicable.
- 1.3 If there is any conflict between the requirements of the Brief or the Data Processing Agreement and the terms of this Data Sharing Agreement then, subject the Data Processing Agreement (as applicable) shall take precedence.
- 1.4 The Contractor shall discuss any conflict between the requirements of the Brief or the terms of this Data Processing and Sharing Agreement with London Councils and comply with its reasonable instructions in the resolution of that conflict.

2 Data Sharing Obligations

- 2.1 London Councils shall deliver the Data Sets in the format in Schedule 1 and in accordance with the frequency set out in the Data Transfer Plan.
- 2.2 London Councils shall, without cost to the Contractor, provide any reasonable assistance that the Contractor may require from London Councils in order to set up the data sharing arrangements.
- 2.3 London Councils shall encrypt the files before transferring the Data Sets to the Contractor using a secure file transfer protocol mechanism in accordance with the standard secure industry protocols reasonably requested by the Contractor.
- 2.4 London Councils acknowledges and accepts that the Contractor is unable to provide the Services unless and until London Councils has complied with its obligations in accordance with this Data Sharing Agreement.

3 The Contractor's obligations

- 3.1 The Contractor shall process any personal data provided by the London Councils in accordance with the terms of the Data Processing Agreement.
- 3.2 The Contractor shall prepare the Data Transfer Plan for the approval of the London Councils (such approval not to be unreasonably delayed or withheld) and, following approval, transfer the Data Sets.
- 3.3 The Contractor is hereby authorised to receive information contained in each Data Set as is necessary to identify Freedom Pass holders issued with Freedom Passes with 2020 expiry dates in 2015 who have subsequently moved.
- 3.4 The Contractor shall comply with all requirements of the Data Protection Act 2018.

4 Term of agreement

- 4.1 This Data Sharing Agreement shall terminate on completion of the data matching exercise as notified by London Councils.
- 4.2 Subject to the Contractor being required to maintain such copies by law, upon expiry or termination of this Agreement (for any reason whatsoever), the Contractor shall at the request of London Councils (as applicable):
- 4.2.1 destroy any information provided by or on behalf of London Councils securely (regardless of form, and whether computerised or physical). The Contractor shall certify the deletion or destruction (as applicable) to the relevant London Councils in writing.
- 4.3 This Data Sharing Agreement shall remain in force until the London Councils has received the written certification of the deletion and/or destruction of that information as set out in clause 4.2.1.
- 4.4 The Contractor shall retain a back-up of the Information provided pursuant to clause 4.4 for a period of 14 days from the relevant Participating Authority's acknowledgement under clause 4.4, and then delete the backup in accordance with the provisions in clause 4.2.1.

5 Third party rights

- 5.1 A person who is not a party to this Data Sharing Agreement is not entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. If a person who is not a party to this Data Sharing Agreement is stated to have the right to enforce any of its terms, the parties may rescind or vary this Data Sharing Agreement without the consent of that person.

6 Miscellaneous

- 6.1 Each party shall from time to time (both during the continuance of this Data Sharing Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Data Sharing Agreement.
- 6.2 This Agreement and the Brief constitute the entire agreement and understanding between the parties with respect to its subject matter and the terms of these Agreements shall supersede any previous agreements.
- 6.3 Each of the parties acknowledge and agree that in entering into this Data Sharing Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Data Sharing Agreement or not) other than as expressly set out in this Data Sharing Agreement.
- 6.4 Nothing in this Data Sharing Agreement shall operate to limit or exclude any liability for fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.
- 6.5 This Data Sharing Agreement may not be varied except in writing signed by the duly authorised representatives of each of the parties.
- 6.6 This Data Sharing Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Data Sharing Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.

In witness of which this Data Sharing Agreement has been signed by the Contractor and the Participating Authority or their duly authorised representatives on the date written at the beginning of this Agreement.

Executed as a deed by means of this
signature

Stephen Boon
Chief Contracts Officer

Signed by [●])
for and on behalf of **the supplier**)
)

Schedule 1 Data Sets

London Councils shall provide data to the Contractor in CSV as follows:

fkiApplicantID	szESN	szPSN	szTitle	szFirstName	szMiddleNames	szSurname	szHouseNameNumber	szBuildingName	szStreet	szTown	szDistrict	szCounty	szPostcode	szDateOfBirth	dtStartDate	dtDateIssued	dtExpiryDate	szNameOnCard	szISRN	dtEligibilityStartDate	szOysterCardNumber
123456	123AB12345678	6.336E+16	Mr	JOHN		SMITH	1	ANY STREET	ANY TOWN	LONDON			N11AA	06/09/1936	00:00.0	00:00.0	00:00.0	JOHN SMITH	6.336E+16	00:00.0	30488888888

Schedule 2 Data Transfer Plan Template

Successful bidders will be required to complete Schedule 2 upon signing the contract.

1 Project Information

Parties to the sharing of personal data: Data transferred between: And:

Name: London Councils

Address: 59 ½ Southwark Street,
London, SE1 0AL

Indicate the frequency of the reviews:

Date of next review:

INTRODUCTION

PURPOSE/REASON FOR SHARING

DATA TYPE/DESCRIPTION

DATABASE(S) USED

CONSENT/LEGAL BASIS

SOFTWARE FORMAT USED

ENCRYPTED OR UNENCRYPTED

PHYSICAL TRANSFER METHOD

QUALITY

FREQUENCY OF DATA SHARING

RETENTION

MONITORING

SECURITY, INCIDENT MANAGEMENT &
RESOLUTION PROCESS

AWARENESS TRAINING

FREEDOM OF INFORMATION

DATA SUBJECT ACCESS REQUESTS

PRINCIPLE 8 OF THE DATA PROTECTION ACT
1998:

DATA SHOULD NOT BE TRANSFERRED TO
OTHER COUNTRIES WITHOUT ADEQUATE
PROTECTION

I the undersigned certify that the personal data being received will not be disclosed to unauthorised persons. The Data and their Purpose of Use are Notified under the Data Protection Act 2018 and my organisation/company is committed to compliance with the Data Protection Principles.

DATE

SIGNATURE

JOB TITLE

For and on behalf of: London Councils

DATE

SIGNATURE

JOB TITLE

For and on behalf of:

Data Transfer from London Councils to the Contractor

Special Instructions and Supporting Information

<< Any specific instructions or supporting documentation (including references to Participating Authority Standards) not referred to elsewhere in this document. >>

Handling exemptions

<< Any exemptions or deviation from this process will need to be agreed between the Participating Authority and the Contractor. >>

Document Information

<< This document should be version controlled if needed. >>

Schedule 3 Data Processing Agreement

Data Processing Agreement

- (1) London Councils; and and
- (2) Insert name of Service Provider

Dated 2019

This agreement is made the

day of

2019

Between:

- (3) **LONDON COUNCILS** of 59 ½ Southwark Street, London, SE1 0AL (“the Authority”) a joint committee of the London Boroughs and the Court of Common Council established under sections 101 and 102 of the Local Government Act 1972; and
- (4) Name of Contractor of address of the **Contractor**

Background:

- (A) London Councils is subject to legal obligations to ensure that they utilise public funds and resources effectively and economically and to minimise losses of public funds.
- (B) The Supplier has experience of operating data warehouses and data matching operations for the purposes of identifying and preventing fraudulent transactions.
- (C) The parties have agreed to enter into an agreement for the provision of Freedom Pass data matching services dated << >> (the **Contract and Data Sharing Agreement**) which involves the processing of Personal Data provided by London Councils to the Supplier to provide the services set out in the Project Brief.
- (D) The Supplier shall carry out services with the objective of assisting London Councils in complying with its obligations to utilise public funds and resources effectively and economically.
- (E) This Data Processing Agreement is ancillary to the Contract and Data Sharing Agreement and seeks to ensure that London Councils comply with their obligations under the Data Protection Act 1998 (DPA), and the Human Rights Act 1998.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 In this Data Processing Agreement, unless the context otherwise requires, the following words have the following meanings:

Claim means any claim, action or demand (whether for damages, an injunction or otherwise) made against London Councils arising out of or in connection with breach of this Data Processing Agreement (whether by the Supplier or by the Supplier’s employees, representatives, agents or Sub-Processor(s)) . If a number of Claims (whether made by the same claimant or multiple claimants) arise directly or indirectly out of the same cause or event or a series of connected causes or events, those claims shall be treated as a single Claim, which shall be deemed to have arisen on the happening of the first cause or event in question

Commencement Date the date of commencement of the Contract and Data Sharing Agreement

Data Breach means any actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data including:-

- (a) loss of integrity of the Personal Data;

- (b) loss of confidentiality;
- (c) unauthorised access to, use of, or interference with the Personal Data by any person or organisation;
- (d) unauthorised access to network elements, buildings and premises of London Councils;
- (e) unauthorised access to network elements, buildings, and the premises of London Councils' contractors and data processors or other organisations Processing Personal Data on behalf of, or in conjunction, with London Councils (as applicable);
- (f) the sites and tools used by the Supplier (or any Sub-Processor) in the provision of the Services;
- (g) use of the Supplier's (or Sub-Processor's) systems by any third party to facilitate the unauthorised access to any computer resource capable of accessing the Personal Data, or the Personal Data itself; and/or
- (h) loss of availability of Personal Data due to any failure or compromise of the Services

Data Controller

any person or body storing, processing or using Personal Data on his or its own behalf or commissioning others to do the same

Data Processor

any person or body storing, processing or using Personal Data on behalf of a Data Controller or commissioning others to do the same

Data Protection Act 2018

The Data Protection Act 2018 controls how personal information is used by organisations, businesses or the government. The Data Protection Act 2018 is the UK's implementation of the General Data Protection Regulation (GDPR).

Data Protection Directive

Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data

Data Protection Legislation

laws and regulations that apply in relation to the Processing of Personal Data including (without limitation) the Data Protection Act 2018 and any replacement legislation coming into effect from time to time together with any codes of practice or other guidance issued by a Regulatory Authority

Datasets

means the classes and fields of information, including Personal Data that will be provided by the Participating Authorities to the Supplier for the purposes of allowing the Supplier to provide the Services as set out in Schedule 3 (as may be

	updated from time to time in accordance with clause 17.5 of this Data Processing Agreement)
Data Sharing Agreement	the agreement entered into by the Supplier and each Participating Authority in accordance with the Contract and Data Sharing Agreement
Data Subject	has the meaning set out in section 1(1) of the Data Protection Act 1998 and for the purposes of this agreement is an individual in respect of whom London Councils holds Personal Data and which it has provided to the Supplier under the terms of the Contract and Data Sharing Agreement and this Data Processing Agreement
Information	means any information, including Personal Data, provided by London Councils to the Supplier for the purposes of providing the Services
Contract and Data Sharing Agreement	has the meaning given in Paragraph (C) above
Project Brief	the project brief developed by London Councils that describes the services to be delivered by the service provider
Participating Authorities	means the organisations listed in Schedule 1
	as updated from time to time in accordance with clause [] of this Data Processing Agreement
Permitted Purposes	means processing the Personal Data for the purpose of, and to the extent required for, the detection and/or prevention of the offences set out in Schedule 2 and as otherwise required for the purpose of providing the Services
Permitted Recipient	a director, employee or professional advisor of the Supplier or an agent or permitted Sub-Processor used by the Supplier in the course of the provision of the Services who has a legitimate need to process Personal Data for the purposes of the Supplier exercising its rights and/or performing its obligations under this Data Processing Agreement
Personal Data	personal data (as such term is defined in the Data Protection Directive) that is processed by the Supplier in connection with the provision of the Services, including the information described in Schedule 3 together with any personal data generated by the Data Processor as a result of providing the Service
Process, Processed or Processing	means obtaining, recording or holding Personal Data or carrying out any operation or set of operations on Personal Data, including the: (a) organisation, adaptation or alteration of Personal Data;

	<ul style="list-style-type: none"> (b) retrieval, consultation or use of Personal Data; (c) disclosure of the information or Personal Data by transmission, dissemination or otherwise making available; and/or (d) alignment, combination, blocking, erasure or destruction of the Personal Data
Regulatory Authority	any competent data protection or privacy authority, by which London Councils is regulated or the Local Government Ombudsman
Request	<p>means any request or notice made under the Data Protection Act 2018 by a Data Subject and/or their representative seeking:-</p> <ul style="list-style-type: none"> (a) access to that person's Personal Data; (b) the cessation of the processing of the Data Subject's personal data; (c) the correction of the Data Subject's Personal Data alleged to be incorrect; (d) the deletion or destruction of the Data Subject's personal data; and/or (e) the cessation of any automated decision making processes relating to the Data Subject
Retention Period	means the retention period set out in Schedule 4
Security Vulnerability	means a system susceptibility or flaw, including flaws to policies and processes, that could permit a Data Breach to occur
Serious Data Breach	means an actual or suspected Data Breach, or a security vulnerability other than a Data Breach or security vulnerability that will not cause any risk to any Data Subject(s) or to Participating Authorities
Services	the services provided by the Supplier pursuant to the Contract and Data Sharing Agreement
Special Categories of Personal Data	Personal Data relating to racial or ethnic origin, religious, philosophical or other beliefs, political opinions, membership of parties, trade unions, associations or organisations of a religious, philosophical, political or trade-union characters as well as Personal Data relating to health and sex life
Sub-Processor	means any sub-processor engaged by the Supplier in connection with the provision of the Services or otherwise in connection with the processing of the Personal Data

- 1.2 In this Data Processing Agreement, unless the context otherwise requires:
- any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended at the relevant time;
 - any phrase introduced by the terms include, including, particularly or in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;

any reference to the singular shall include the plural and vice versa;

any reference to the masculine gender shall include the feminine and neuter and vice versa;

the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Data Processing Agreement;

where any party comprises two or more persons, any obligations of that party in, under or arising from this agreement is undertaken by or binding upon such two or more persons jointly and severally;

references to any party to this agreement include its successors-in-title and permitted assignees;

references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this agreement or the relevant paragraph of this Data Processing Agreement respectively;

any reference to written or writing includes faxes but not email or other transitory forms;

references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most approximates in that jurisdiction to the English legal term;

references to times of the day are to London time and references to a day are to a period of 24 hours commencing at midnight at the start of the day;

any document expressed to be in the agreed form or in the agreed terms means a document in a form approved by (and for the purposes of identification signed or initialled by or on behalf of) the parties to this agreement;

This Data Processing Agreement has been signed on the date appearing at the top of page 1.

2 Data Processing obligations

- 2.1 London Councils and the Supplier acknowledge that for the purposes of the Data Protection Act 1998, London Councils is a Data Controller and the Supplier is a Data Processor of any Personal Data provided by London Councils under the terms of this Data Processing Agreement.

3 London Councils' Obligations

- 3.1 London Councils shall provide the Datasets and/or Personal Data to the Supplier in accordance with the Data Sharing Agreement.

4 The Supplier's Obligations

- 4.1 The Supplier shall process the Personal Data only to the extent, and in such a manner, as is necessary for the Permitted Purposes and in accordance with London Councils' instructions from time to time and shall not process the Personal Data for any other purpose, save where legally required to do so. The Supplier shall keep a record of any processing of Personal Data it carries out on behalf of London Councils.
- 4.2 The Supplier shall process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments (including the Data Protection Legislation).
- 4.3 The Supplier undertakes to London Councils that it shall:-
work with London Councils (or its nominated representative(s)) to develop, implement, maintain, review and update its security measures, policies, procedures and systems, which shall be provided to London Councils, (or their nominated representative(s)) for approval (which shall not be unreasonably withheld or

delayed) prior to any Personal Data being provided to the Supplier for Processing London Councils:

comply with:-

- (a) the security measures, policies, procedures and systems, as set out in Appendix 2 ; and
- (b) any additional conditions placed on the Supplier as a condition to access to systems and information provided by either London Councils and/or any third party processing Personal Data on behalf of London Councils
at all times during the provision of the Services;

ensure that any Sub-Processor(s) are contractually required to comply with:

- (c) the respective Sub-Processor's security measures, policies, procedures and systems, as set out in Appendix 1; and
- (d) any additional conditions placed on the Supplier and/or Sub-Processor as a condition to access to systems and information provided by either London Councils and/or any third party processing Personal Data on behalf of London Councils
at all times during the provision of the Services;

provide the Services and Process the Personal Data as particularised in Schedule 3

Process the Personal Data only to the extent, and in such a manner, as is necessary for the Permitted Purposes and in accordance with the relevant Participating Authority's instructions and shall not Process the Personal Data for any other purpose;

Process the Personal Data in accordance with this Data Processing Agreement;

Process the Personal Data with reasonable accuracy;

retain a record of any Processing of Personal Data it carries out on behalf of London Councils, such record to be held for the period specified in Schedule 4;

comply with Data Protection Legislation when Processing the Personal Data;

not knowingly do or omit to do or permit anything to be done which causes the Lead Authority or any Participating Authority to be in breach of either:-

- (e) the Data Protection Legislation or any relevant enactments, regulations, orders, standards and other similar instruments relating to the Processing of the Personal Data; or
- (f) any other relevant enactments, regulations, orders, standards and other similar instruments relating to the provision of the services by London Councils as set out in Schedule 3;

ensure that it has appropriate technical and organisational measures in place against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data held or Processed by it;

implement the technical and organisational measures as described in Appendix 1 (Security Measures) before it commences Processing of any Personal Data and throughout the life of the Data Processing Agreement;

comply with, and ensure that its employees, representatives, agents or Sub-Processor comply with, the provisions of the security measures, policies, procedures and systems, and otherwise comply with all reasonable requests of London Councils with regard to the security and Processing of the Personal Data;

ensure that any copies of Personal Data in the possession or under the control of the Supplier are permanently destroyed when they fall outside the scope of the Retention Periods as set out in Schedule 4, unless the Supplier is otherwise required to maintain such copies by law;

promptly amend, transfer, vary and/or delete any Personal Data held by or on behalf of London Councils in accordance with a written instruction from London Councils, (or their nominated representative);

promptly notify London Councils (as applicable):-

- (g) of any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited by law, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
- (h) of any request of a Regulatory Authority in relation to the Personal Data and co-operate and comply with the directions or decisions of any Regulatory Authority in relation to the Personal Data, and in each case within such timescale as would enable London Councils to meet any time limit imposed by any Regulatory Authority (as applicable);
- (i) of any changes to the technical and organisations measures that the Supplier has implemented to protect the Personal Data that the Supplier considers need to be updated to take account of advances in technology or other data security risks of which the Supplier is aware and which require that London Councils (and/or their nominated representative(s)) and the Supplier review the security provisions set out in Appendix 1;
- (j) of any unauthorised, unlawful or accidental Processing, disclosure, loss of, damage to, access to or destruction of the Personal Data or if the Personal Data is or becomes corrupted or unusable, and give to the Lead Authority and the relevant Participating Authority(ies) all assistance reasonably required in such respect. The Supplier will restore such Personal Data at its own expense where the Supplier is responsible or has caused unauthorised, unlawful or accidental Processing, disclosure, loss of, damage to, access to or destruction of the Personal Data;
- (k) of any breaches of any applicable laws, enactments, regulations, orders, standards and other similar instruments relating to the Processing of the Personal Data (including the Data Protection Legislation), the policies, security measures and systems set out in Appendix 1, and immediately upon becoming aware of the same investigate and notify London Councils of the outcome of the investigations into such breaches. The Supplier shall provide further information where so required by a Regulatory Authority;

not have any rights of ownership over any Personal Data, including any Personal Data derived from the Personal Data as a result of the provision of the Services, and all Personal Data shall remain at all times the property of London Councils (as applicable);

promptly, upon request from London Councils, provide to London Councils (as applicable):-

- (l) a copy of any specified Personal Data or all Personal Data held or controlled by it in the format and on the media reasonably specified by London Councils (as applicable) and/or
- (m) such information as the London Councils (as applicable) may reasonably request to confirm that the Supplier actions do not place London Councils (as applicable) in breach of either the Data Protection Legislation and/or the Human Rights Act;

comply with such guidelines prepared or adopted by London Councils (as applicable) from time to time but only to the extent necessary to ensure London Councils' (as applicable) compliance with the Data Protection Legislation.

4.4 Where, in connection with the Processing of Personal Data, the Supplier has access to or uses any software, hardware, systems, equipment or other materials provided by London Councils (as applicable) or one of its the service providers (**Equipment**), the Supplier shall comply with all applicable licence terms, London Councils' (as applicable) reasonable instructions and any relevant policies as notified to the Supplier from time to time in relation to the Processing of the Personal Data using such Equipment.

4.5 The Supplier shall notify London Councils if the Supplier:-

is proposing to change or amend the security measures, policies, procedures and/or systems specified in Appendix 1 ; or

any advances in technology and methods of working or changes to the operations of the Supplier.

- 4.6 The Supplier accepts that any such notification may warrant the London Councils (as applicable) (or their nominated representatives) undertaking a review of the security measures, policies, procedures and/or systems specified in Appendix 1 .
- 4.7 If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either the Supplier's, any Sub-Processor or London Councils' (as applicable) compliance or alleged non compliance with the Data Protection Legislation, it shall:-
refer the author of the complaint, notice or communication to the London Councils (as applicable); and
immediately notify the London Councils (as applicable) of the existence and contents of the complaint, notice or communication.
- 4.8 The Supplier shall provide the London Councils (as applicable) with full co-operation and assistance in relation to responding to any such complaint, notice or communication.
- 4.9 The Supplier shall promptly comply with any request from London Councils requiring the Supplier to amend, transfer or delete Personal Data (and shall promptly arrange for any Sub-Processor appointed by the Supplier to comply with the request) and confirm, in writing, to the London Councils (as applicable) when this has been done.
- 4.10 The Supplier shall not transfer, or allow the transfer of, Personal Data outside the European Economic Area without the prior written consent of the London Councils. Such consent may be dependent on additional conditions being agreed with the Supplier or any Sub-Processor appointed by the Supplier.
- 4.11 The Supplier shall not share the Personal Data with third parties other than permitted under the Contract and Data Sharing Agreement and/or the Data Processing Agreement without the prior written consent of London Councils, unless required by law.
- 4.12 In this Data Processing Agreement where London Councils has rights in relation to Personal Data such rights shall extend solely to Personal Data that the Supplier is processing on behalf of the relevant London Councils.

5 Rights of the Data Subject

- 5.1 In the event that the Supplier receives a Request from a Data Subject the Supplier shall advise the Data Subject to direct the Request directly to London Councils (as applicable).
- 5.2 Upon notification from London Councils the Supplier shall provide the London Councils with full co-operation and assistance as requested by the London Councils for the purposes of allowing the London Councils to consider and where appropriate comply with the Request.
- 5.3 The Supplier shall not disclose the Personal Data to any Data Subject or to a third party other than at the request or prior consent of London Councils or as provided for in the Data Processing Agreement, save where required by law.

6 The Supplier's Employees

- 6.1 The Supplier shall ensure that access to the Personal Data is limited to those Permitted Recipient's under the control of the Supplier who need access to the Personal Data to meet the Supplier's obligations under the Contract and Data Sharing Agreement, and that such access is limited to the part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- 6.2 The Supplier shall ensure that all employees:
are informed of the confidential nature of the Personal Data;
have undertaken training in the laws relating to handling personal data;
are aware both of the Supplier's duties and their personal duties and obligations under such laws and this Agreement; and
have regular refresher training on these areas.

- 6.3 The Supplier shall take reasonable steps to ensure the reliability of any of the Supplier's employees who have access to the Personal Data.

7 Audit Rights

- 7.1 London Councils, on giving at least seven (7) days' notice to the Supplier, and the Supplier shall permit London Councils (or its nominated representatives) to inspect all facilities, equipment, records, documents and electronic data relating to the Processing of Personal Data and the implementation of the policies, technical and organisational measures described in Appendix 1.

8 Indemnity and insurance

- 8.1 The Supplier agrees to indemnify and keep indemnified London Councils against all costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities of whatever nature (whether contractual, tortious or otherwise) suffered or incurred by London Councils and arising out of or in connection with any breach by the Supplier, its employees, representatives, agents or Sub-Processor(s) appointed by the Supplier, of its obligations under the Data Processing Agreement.
- 8.2 The Supplier shall have in place insurance sufficient to cover any payment that may be required under clause 8.1 of this Data Processing Agreement.

9 Appointment of Sub-Processor

- 9.1 The Supplier may only authorise a Sub-Processor to process the Personal Data with London Councils' prior written consent.
- Such consent is dependent on London Councils being satisfied that:-
- the Sub-Processor has a satisfactory data breach history;
 - the Sub-Processor's contract contains obligations in relation to the Processing of Personal Data that are substantially the same (if not better) as those set out in the Data Processing Agreement;
 - the Sub-Processor's data protection and data security policies, systems and procedures afford sufficient protection against the unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data processed under the terms of this Data Processing Agreement;
 - and
 - the Sub-Processor's contract terminates automatically on termination of the Data Processing Agreement for any reason.

10 Breach Management

- 10.1 The Supplier shall immediately notify London Councils (or their nominated representative) where the Supplier is aware of or has a reasonable suspicion that:-
- a Data Breach has occurred; or
 - there is an identifiable Security Vulnerability that exposes the Personal Data to a substantive risk of a Data Breach;
 - in respect of the Processing of Personal Data by either the Data Processor or any Sub-Processor.
- 10.2 If London Councils is aware of an actual or suspected Data Breach, irrespective of whether the Supplier has notified London Councils of such an event, the Supplier shall permit London Councils (and/or its nominated representatives) immediate access to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier (and/or any Sub-Processor appointed by the Supplier) affected, involved or likely to be affected or involved in any Data Breach.

- 10.3 The Supplier shall co-operate (and ensure that any Sub-Processor co-operates) with any investigation undertaken by London Councils (as applicable), any law enforcement body or Regulatory Authority in respect of the Data Breach.
- 10.4 The Supplier will (and will ensure that any Sub-Processor involved) co-operate with London Councils (as applicable) (or their nominated representative) to ensure that as soon as is reasonably practicable, steps have been taken to:
- mitigate the impact of any Data Breach on the Data Subjects affected or likely to be affected by such a Data Breach; or
 - agreeing and implementing steps to eliminate the Security Vulnerability or the likelihood of a Data Breach occurring as a result of the Security Vulnerability;
 - notifying and updating London Councils (as applicable) of any actions or changes reasonably required to be undertaken by either the London Councils (as applicable) or any of London Councils' (as applicable) other Data Processors or contractors;
 - updating the Supplier's data security policies, procedures and systems, the costs of implementing any such changes to the Supplier's (or any Sub-Processor's) systems shall be borne by the Supplier (and/or the Sub-Processor) unless agreed otherwise.
- 10.5 Where London Councils (or their nominated representatives) reasonably considers that the Data Breach is a Serious Data Breach, or considers that the Security Vulnerability is such as to be likely to bring about a Serious Data Breach, it shall be entitled to suspend the provision of, and/or direct that the Processing of Personal Data cease until it is reasonably satisfied that appropriate measures have been implemented to either:
- mitigate the impact of any Data Breach; and/or
 - eliminate or mitigate the impact of the Security Vulnerability so as to eliminate the likelihood of a Serious Data Breach (re)occurring as a result of that Security Vulnerability.
- 10.6 The Supplier shall provide to London Councils (as applicable) full details (using such reporting mechanisms as may be specified by the London Councils (as applicable) from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.
- 10.7 In the event that the Data Breach was due to the failure of a Permitted Recipient under the control of the Supplier to comply with the security policies and procedures he was/is required to comply with, the Supplier shall notify London Councils (as applicable) of the outcome of any disciplinary process commenced as a result of the breach.
- 10.8 The Supplier shall ensure that it, and any Sub-Processor, shall refrain from making any public statements in relation to any Data Breach, save where previously agreed with London Councils (as applicable) (or their nominated representatives).

11 Warranties

- 11.1 London Councils warrants that it is legally entitled to process the Personal Data, and to instruct the Supplier to process Personal Data on its behalf.
- 11.2 Each party to this agreement warrants that it has not undertaken any actions nor will undertake any actions that would place the other party in breach of:-
- Data Protection Legislation;
 - the Contract and Data Sharing Agreement; or
 - the Data Processing Agreement.

12 Provision of Personal Data to London Councils

- 12.1 The Supplier is hereby authorised to share such Personal Data as is necessary to notify London Councils of changes in address of the data subjects.
- 12.2 The Supplier is authorised to share Personal Data with Participating Authorities for the purposes of preventing fraudulent transactions.

13 Retention of data

- 13.1 The Supplier shall retain a copy of the Personal Data provided by London Councils (as applicable) for the period specified in Schedule 4.

14 Term of agreement

- 14.1 This Data Processing Agreement shall terminate on the earlier of either:-
the entering into of a successor Data Processing Agreement; or
at the completion of the Exercise.

15 Termination arrangements.

- 15.1 Subject to the Supplier being required to maintain such copies by law, upon expiry or termination of the Contract and Data Sharing Agreement (for any reason whatsoever), the Supplier shall:-
(Not used)
destroy all Personal Data securely (regardless of form, and whether computerised or physical). The Supplier shall certify the deletion or destruction (as applicable) to London Councils (or their nominated representative(s)) in writing.
- 15.2 The Supplier shall ensure that provisions comparable to 15.1 shall be included in any agreements between itself and any Sub-Processors preserving London Councils' position and rights in respect of any data processed by the Sub-Processor.
- 15.3 This Data Processing Agreement shall remain in force, upon the Supplier, in the event that London Councils has elected to direct that any Personal Data in the possession of the Supplier be securely deleted, until London Councils has received the written certification of the deletion and/or destruction of the Personal Data as set out in clause 15.1.
- 15.4 Upon completion of clauses 15.1, and 15.2, the Supplier shall no longer be bound by the Retention Periods set out in Schedule 4.

16 Third party rights

- 16.1 A person who is not a party to this Data Processing Agreement is not entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. If a person who is not a party to this Data Processing Agreement is stated to have the right to enforce any of its terms, the parties may rescind or vary this Data Processing Agreement without the consent of that person.

17 Miscellaneous

- 17.1 Each party shall from time to time (both during the continuance of this Data Processing Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Data Processing Agreement.
- 17.2 This Agreement and the Contract and Data Sharing Agreement constitute the entire agreement and understanding between the parties with respect to its subject matter and the terms of these Agreements shall supersede any previous agreements.
- 17.3 Each of the parties acknowledge and agree that in entering into this Data Processing Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Data Processing Agreement or not) other than as expressly set out in this Data Processing Agreement.
- 17.4 Nothing in this Data Processing Agreement shall operate to limit or exclude any liability for fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.
- 17.5 This Data Processing Agreement may not be varied except in writing signed by the duly authorised representatives of each of the parties.

17.6 This Data Processing Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Data Processing Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.

In witness of which this Data Processing Agreement has been signed by the Supplier and London Councils or their duly authorised representatives on the date written at the beginning of this Agreement.

Executed as a deed by London Councils Limited

acting by [●], a director,)
in the presence of)

Witness signature

Witness name

Witness address

Witness occupation

Executed as a deed Service Provider)
in the presence of)

Seal Registration No:

Authorised Signatory

Schedule 1

Participating Authorities as at the Commencement Date

London Councils

Schedule 2

Offences

Section 55 Data Protection Act 1998 – Unlawful obtaining or disclosure of personal data

Section 1 Computer Misuses Act 1990 – Unauthorised access to computer data

Section 3 Computer Misuses Act 1990 – Unauthorised modification of computer material

Section 2 Theft Act 1968 - Theft

s.4 of the Fraud Act 2006 – Fraud by abuse of position

s2 of the Fraud Act 2006 – Fraud by false representation

s3 of the Fraud Act 2006 – Fraud by failing to disclose information

in respect of the following Council Services and reliefs:

Council Tax Discounts and Exemptions

National Non Domestic Rates discounts.

Schedule 3

Datasets

The following Datasets are to be provided by Participating Authorities. These are the same Datasets mandated for the National Fraud Initiative unless otherwise stated. Therefore, the Datasets (and its data fields e.g. Name) will be provided to the same standard and format as the National Fraud Initiative.

1. Freedom Pass holder data as specified in the Project Brief

Schedule 4

Retention periods

Personal information will be kept only for as long as necessary. This information may be held up to end of the contract. The maximum period of time for which personal information is being held in all circumstances (e.g. for those personal data being ingested) will be agreed between the relevant Participating Authority and the Supplier prior to data transfer and shall be set out in the relevant data sharing agreement.

Data containing personal information that is no longer required will be destroyed promptly and rendered irrecoverable.

Appendix 1

Description of technical and organisational measures, policies, procedures and systems