# HEALTHTRUST EUROPE

Order Form for Standard Goods and/or Services with Specialist Computer Centres PLC

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the provision of Enterprise Level ICT Solutions for IT Hardware Products, Software, Programs, Applications, Associated Products, Services and Support — 2015 (reference number: SF049648) dated 8th December 2015.

Lot 2 — IT Software; Enterprise Level Software, Programs, Applications, Development, Associated Products, Services and Support

SCC Ref: OPP-2589046

|  |  |
| --- | --- |
| The Authority | Highways England Limited, Bridge House, 1 Walnut Tree Close, Guildford GUI 4LZ |
| The Supplier | Specialist Computer Centres plc, with company number 01428210, whose registered office is at James House, Warwick Road, Birmin ham, Bll 2LE |
| HealthTrust Europe Contract Reference | HTE-01527.2 (Software) |

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Goods and/or Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 8th December 2015 (the "Framework Agreement").
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents: (a) The Specification of the Authority's requirements as appended at Appendix 1 overleaf;
   * 1. the Contract Price, as appended at Appendix 2 overleaf; and
     2. the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
3. The Authority acknowledges and agrees to the HealthTrust Europe Key Provisions set out at Schedule 1 of the Call-Off Terms and Conditions, in particular Clause 7 of Schedule 1 as stated below for the avoidance of doubt:
   * 1. In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or aner such Initial

Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance

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with the provisions of Clause 15 of Schedule 1 of the Framework Agreement ("Beneficiary Withdrawal Notice"). upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the IJHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HeatthTrust Europe

* + 1. The Authority acknowledges and agrees that the Supplier is subject to an activity based income (AB!) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
    2. The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract.

1. The Commencement Date of the Contract shall be 22/10/18.
2. The Term of this Contract shall be six weeks from the Commencement
3. Data Protection
   1. The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Act 1998) in respect of any Personal Data Processed under this Contract.
   2. For purposes of this Contract Data Protection Legislation means:

the General Data Protection Regulation (Regulation (EU) 2016/679) GDPRt the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time; ii. the Data Protection Act 1998 or from the date it comes into force, the Data Protection Act 2018 (DPA) to the extent that it relates to processing of personal data and privacy; iii. all applicable Law about the processing of personal data and privacy.

* 1. The Parties agree to comply with the terms of the Data Protection Protocol detailed in Appendix 3.
  2. Notwithstanding any other provision of this Contract in the event of a conflict between the terms and conditions of this Contract and the terms of the Data Protection Protocol, the provisions of the Data Protection Protocol shall take precedence.
  3. The existing Schedule 3 of the Call Off Terms and Conditions Infomation Govemance Provisions is replaced in its entirety with the attached Schedule 3 Call Off Terms and Conditions Information and Data Provisions

1. Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.1(i) of Schedule 2.
2. For the purposes of Clause 4.2 of Schedule 2, the Authority shall visually inspect the Goods within 60 hours of the date of delivery of the relevant Goods.

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1. The payment profile for this Contract shall be See Appendix 2
2. The Authority may terminate this Order Form forthwith by notice in writing to the Supplier at any time on one months' written notice. The authority wilt cover all associated costs incurred associated with the cancellation of the Order Form, the Supplier will make every attempt to mitigate such costs.
3. The provision of Services

(A) The Services shall be provided by the Supplier at the Premises and Locations listed below:

As per Appendix 2

1. The Contract Managers at the commencement of this Contract are:

(a) for•the Authority:

*Redacted* — IT Contracts Related Programme

## *Redacted*@HiqhwavsenqIand.co.uk

T: *Redacted*

(b) for the Supplier:

*Redacted*, Business Development Manager, *Redacted*@scc.com

T: *Redacted*

1. Notices served under this Contract are to be delivered to:
   1. for the Authority:

F.A.O: *Redacted*, Senior BA and Project Manager IT Contracts Related Programme

Highways England, Lateral, 8 City Walk, Leeds, LSII 9AT

* 1. for the Supplier:

F.A.O. *Redacted*, Commercial Director Contracts, Compliance & Governance

SCC, James House, Warwick Road, Birmingham, Bli 2LE

1. In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.
2. The following Appendices are incorporated within this Contract:

|  |  |  |
| --- | --- | --- |
| A | endix 1 | Authorit S ecification |
| A | endix 2 | Contract Price |
| A | endix 3 | Data Protection Protocol |

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Signed by the authorised representative of THE AUTHORITY

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name: | *Redacted* |  | Signature: | *Redacted* |
|
| Position: |  |  |  |  |

AND

Signed by the authorised representative of THE SUPPLIER

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | *Redacted* | Signature: |  |
| Position: | COMMERCIAL DIRECTOR | Date: | 22/10/2018 |

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Appendix 1

Authority Specification

Summary

The Authority has approached the Supplier to provide a proposal for a managed Citrix support service for its existing environment. The environment is currently hosted on the Supplier's Sentinel PSN OFFICIAL Certified Government Cloud platform. Within the initial period of the support contract the Authority would like the Supplier to assist in developing a migration strategy and implementation plan to transition the current Citrix platform to a public Cloud-based Solution such as Microsoft Azure, if deemed appropriate. The Supplier would continue to manage and support the Citrix platform once in the public cloud platform.

The Discovery phase will be conducted by the Supplier resources and will identify information required by the Supplier to complete a proposal for the support and to finalise the related transition and ongoing support costs.

As well as finalising costs, the output of the discovery phase will include an agreed transition pfan and timescales, recommendations for any changes required for the current environment and a jointly agreed service•description. Requirements

Below we have listed the key tasks, with responsibilities, that wilt be executed as components of the proposed Discovery phase:

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|  |  |  |
| --- | --- | --- |
| Task | scc | HE |
| Finalise a list of Citrix servers and their roles | yes | yes |
| Attach a quantity against each of those server roles | yes | yes |
| Attach the appropriate application against each server in the Citrix farm, establish how many applications sit within the farm | yes | yes |
| Analyse existing call volumes, particularly in relation to the Citrix farm, what types of calls, for example | yes | yes |
| Review the change volumes related to the Citrix farm and analyse the changes. | yes | yes |
| Provision of 2 x Administration accounts within the Citrix farm for SCC to review structure and status of the existing farm | yes | yes |
| Review of the Netscalers within the Citrix infrastructure (would require administrative access as above) | yes | yes |
| Review of the HE Citrix related licensing agreement and the level of support attached to the agreement (ire, Standard, Enterprise or Platinum). This would also include when the support expires | yes | yes |
| Review of the portal environment services, what is the current state and what is provided. | yes |  |
| Best practise review of the Citrix environment, as per Citrix guidelines. | yes |  |
| Access to all available documentation and reviews. | yes | yes |
| Review of all use cases, aligned to best practise guidelines | yes |  |
| Review last ITHC Remediation plan as part of compliance to HE security policy\* | yes | yes |
| A general health review of the all Citrix related servers and infrastructure including App-V | yes |  |
| Review of exactly how the environment will be supported and what organisations will be involved. initial engagement with other 3rd parties, agreement of demarcation points and the support structure | yes | yes |
| Review of current service desk and IPC functions in relation to the on boarding of the Citrix support service | yes |  |
| Review of service management requirements, including monthly reporting structure. | yes |  |

If the ITHC plan is not available or there is no ITHC plan and the Supplier needs to further engage a Security Consultant to provide some vulnerability analysis and a more in depth review of the setup and configuration surrounding the Citrix environment then the Security Consultant days within the cost model will increase by 4 days We envisage that some of the tasks listed above will be completed as parallel activities, which will reduce the length of the overall discovery activity.

Out of Scope Elements:

* The Supplier will not provide any support for applications hosted within the Citrix environment
* The Supplier will not be analysing any of the end user devices

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# Transition Support

The Supplier will provide confirmed transition support costs as a product of the initial Discovery phase and also during the actual Citrix farm Transition phase.

Initially the Supplier will provide a Transition Manager to engage the additional partners involved indirectly with the Citrix farm. We wili discuss the demarcation points for the overall support of the environment and establish what processes and procedure need to be enabled to ensure a smooth support transition for the support into the Supplier's Sentinel team.

During the transition phase we would further engage to structure and document these processes and procedures.

# Deliverable from Discovery Phase

Below we have provided a summary of the various deliverables from the Discovery phase

1 . Set of Recommendations and Remediations, which will be classified as'

 i. Must dots

Or ii. Nice to have's

1. The Supplier would need the 'must do' remediations to be implemented prior to the handover of support. The Supplier would provide a cost for the Supplier to effect these remediations in advance of the support contract commencing, tf the Authority were unable to conduct those tasks within the appropriate timescales.
2. A report on the state of the Citrix platform, which would include the Recommendations and Remediations required for the platform.
3. The report will also include a review of the Transition requirements, including the demarcation of support lines between all involved 3rd parties.

5, The Transition costs will be confirmed for the support movement between the incumbent and the Supplier.

1. A Service Description which will detail specifically what the Supplier will be providing as part of the ongoing support contract. Post the completion of the recommendations and remediations to the Citrix platform the Supplier would look to provide an SLA of 99.9% availabilityq
2. Confirmation of the ongoing support costs for this envisaged contract including the additional support effort required for our current UK service desk, Incident, Problem and Change management teams. From initial discussions with HE the volumes appear low, but would be ratified and then added to the final revised ongoing support charge
3. Transition plan, including tasks, responsibilities and timescales.

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Appendix 2

Contract Price

Discovery Costs

The costs for the Citrix Discovery phase are below

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Description |  |  | [Unit Price | Total Price] | |
| Citrix Consultant | 7 | | *Redacted* | *Redacted* | |
| Transition Mana er | 6 | | *Redacted* | *Redacted* | |
| Pro-ect Mana er | 5 | | *Redacted* | *Redacted* | |
| Database Consultant Onomi | 2 | | *Redacted* | *Redacted* | |
| Network Consultant | 2 | | *Redacted* | *Redacted* | |
| Security Consultant\* | 1 | | *Redacted* | *Redacted* | |
| Total Discovery Prices |  | |  |  |  |

\* This day will cover a review of the existing ITHC plan relating to the Citrix environment

The Discovery costs do not include any project resource for the execution of the remediation works which will be recognised and collated as a part of this Discovery phase. The costs to carry out those remediations will be costed and provided to HE as a part of this exercise should the Authority wish the Supplier to execute those recommendations and remediations.

All prices are exclusive of VAT and will be charged on a time and materials basis upon completion of the days used,

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Schedule 3 Call Off Terms and Conditions Information and Data Provisions

## 1 Confidentiality

1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("Discloser") and subject always to the remainder of Clause 1 of this Schedule 3 of these Call-off Terms and Conditions, each Party ("Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:

1.1M the Recipient shall not be prevented from using any general knowledget experience or skills which were in its possession prior to the Commencement Date;

1.1 .2 the provisions of Clause 1 of this Schedule 3 of these Call-off Terms and Conditions shall not apply to any Confidential Information:

 which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;

which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

1. which is authorised for disclosure by the prior written consent of the Discloser;
2. which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
3. which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.

1 .2 Nothing in Clause 1 of this Schedule 3 of these Call-off Terms and Conditions shall prevent the Recipient. from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action. suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("FOIA"), Codes of Practice on Access to Government Information, on the Discharge of  Public Authorities' Functions or on the Management of Records ("Codes of Practice") or the Environmental Information Regulations 2004 ("Environmental Regulations").

1 .3 The Authority may disclose the Suppliers Confidential Information:

1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to

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further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);

1 .3.2 on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;

1 .3.3 to any relevant party for the purpose of the examination and certification of the

Authority's accounts;

1 .3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or

1 .3.6 on a confidential basis, to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract;

and for the purposes of this Contract, references to disclosure "on a confidential basis" shall mean the Authority making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this Schedule 3 of these Call-off Terms and Conditions. .

1. .4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation to this Contract, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 of these Call-off Terms and Conditions as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Authority's written discretion, destroyed securely or returned to the Authority when it is no longer required€ The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Contract
   1. For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3 of these Call-off Terms and Conditions, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed)t announce that it has entered into this Contract and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Contract.
   2. Clause 1 of this Schedule 3 of these Call-off Terms and Conditions shall remain in force:

1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and

1 .6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties,

## 2 Data protection

2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties, For the avoidance of doubt, the Supplier shall take reasonable steps

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to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

2.2 Where the Supplier is Processing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol.

2.3 The Supplier and the Authority shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Authority under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).

2.4 Where, as a requirement of this Contract, the Supplier is Processing Persona! Data relating to patients and/or service users as part of the Services, the Supplier shall:

2.4.1 complete and publish an annual information governance assessment using the NHS information governance toolkit;

2.4.2 achieve a minimum level 2 performance against all requirements in the relevant NHS information govemance toolkit; 

2.4.3 nominate an information governance lead able to communicate with the Supplier's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Supplier's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;

 2.4.4 report all incidents of data loss and breach of confidence in accordance with

Department of Health and/or the NHS England and/or Health and Social Care Information Centre guidelines;

2.4.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;

2.4.6 put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient's integrated electronic care record);

2.4.7 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract;

2.4.8 where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings;

2.4.9 at al! times comply with any information governance requirements and/or processes as may be set out in the Specification and Tender Response Document; and

2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by the Authority from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.

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2.5 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 3 of these Call-off Terms and Conditions, as if such Sub-contractor were the Supplier.

2.6 The Supplier shaji indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Suppliers unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.

## 3 Freedom of Information and Transparency

3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.

3.2 The Supplier shall assist and cooperate with the Authority to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:

3.2.1 that this Contract and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA, Codes of Practice and Environmental Regulations;

3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Authority;

3.2.3 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Authority;

3.2.4 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;

3.2.5 that the Authority, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Contract; and

3.2.6 to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIAt and providing copies of all information requested by the Authority within five (5) Business Days of that request and without charge.

3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.

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34 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.

3.5 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 3 of these Call-off Terms and Conditions, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority's absolute discretion.

3.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3 of these Call-off Terms and Conditions, as if such Sub-contractor were the Supplier.

## 4 Information Securitv

4.1 Without limitation to any other information governance requirements set out in this Schedule 3 of these Call-off Terms and Conditions, the Supplier shall:

4.1.1 notify the Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority's information governance Policies; and

4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full  information as may be reasonably requested by the Authority in relation to such audits. investigations and assessments.

4.2 Where required in accordance with the Specification and Tender Response Document, the Supplier will ensure that it puts in place and maintains an information security management plan appropriate to this Contract, the type of Services being provided and the obligations placed on the Supplier. The Supplier shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.

4.3 Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Govemment Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

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Appendix 3 DATA PROTECTION PROTOCOL

Table A -Processing, Personal Data and Data Subjects

|  |  |
| --- | --- |
| Description | Details |
| Subject matter of the Processing | There is no processing of any personal data — the discovery contract is to look at the current Citrix environment, rather than any personal data. |
| Duration of the Processing | N/A |
| Nature and purposes of the Processing | N/A |
| Type of Personal Data | N/A |
| Categories of Data Subject | N/A |

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|  |  |
| --- | --- |
| Plan for retum and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data | N/A |

Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

|  |  |
| --- | --- |
| "Data Loss Event" | means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of  Personal Data in breach of this Contract, including any Personal Data Breach; |
| Data Protection Impact  Assessment" | means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| "Data Protection Officer" and  "Data Subject" | shall have the same meanings as set out in the GDPR; |
| "Data Subject Access Request" | means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection  Legislation to access their Personal Data. |
| "Personal Data Breach" | shall have the same meaning as set out in the GDPR; |
| "Protective Measures" | means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal |

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|  |  |
| --- | --- |
|  | Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it; |
| "Protocol" or "Data Protection  Protocol" | means this Data Protection Protocol; |
| "Sub-processor" | means any third party appointed to Process Personal Data on behalf of the Supplier related to this Contract. |

1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only Processing that the Supplier is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.

1. .2 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation. 
   1. The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Authority, include:
      1. a systematic description of the envisaged Processing operations and the purpose of the Processing;
      2. an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
      3. an assessment of the risks to the rights and freedoms of Data Subjects; and
      4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
   2. The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
      1. process that Personal Data only in accordance with Table A of this Protocol, unless the Suppfier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before Processing the Personat Data unless prohibited by Law;
      2. ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:

nature of the data to be protected;

* + - 1. harm that might result from a Data Loss Event;
      2. state of technological development; and (iv) cost of implementing any measures;
    1. ensure that:

the Supplier Personnel do not Process Persona! Data except in accordance with this Contract (and in particular Table A of this Protocol);

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 it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

* + - * 1. are aware of and comply with the Supplier's duties under this Protocol;
        2. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
        3. 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 Authority or as otherwise permitted by this Contract; and
        4. have undergone adequate training in the use. care, protection and handling of Personal Data;

1.44 not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Article 37 of the Law Enforcement Directive (Directive (EU) 2016/680)) as determined by the Authority;

* + - 1. the Data Subject has enforceable rights and effective legal remedies;
      2. the Supplier 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 Authority in meeting its obligations); and  the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data;

1.4.5 at the written direction of the Authority, delete or retum Personal Data (and any copies of it) to the Authority on termination or expiry of the Contract unless the Supplier is required by Law to retain the Personat Data.

* 1. Subject to Clause 1.6 of this Protocoli the Supplier shall notify the Authority immediately if it:
     1. receives a Data Subject Access Request (or purported Data Subject Access Request);
     2. receives a request to rectify, block or erase any Personal Data;
     3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
     4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
     5. 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
     6. becomes aware of a Data Loss Event.
  2. The Suppliers obligation to notify under Clause 1.5 of this Protocol shall include the provision of further information to the Authority in phases, as details become available.
  3. Taking into account the nature of the Processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 of this Protocol (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
     1. the Authority with full details and copies of the complaint, communication or request; 1.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
     2. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

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* + 1. assistance as requested by the Authority following any Data Loss Event;
    2. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office. or any consultation by the Authority with the Information Commissioner's Office.
  1. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Protocol This requirement does not apply where the Supplier employs fewer than 250 staff, unless: 
     1. the Authority determines that the Processing is not occasional; 
     2. the Authority determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
     3. the Authority determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
  2. The Supplier shall attow for audits of its Processing activity by the Authority or the Authority's designated auditor.
  3. The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
  4. Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:
     1. notify the Authority in writing of the intended Sub-processor and Processing;
     2. obtain the written consent of the Authority;
     3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Protocol such that they apply to the Sub-processor; and
     4. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
  5. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
  6. The Authority may, at any time on not less than 30 Business Days' notice, revise this Protocol 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 this Contract).
  7. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Business Days' notice to the Supplier amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.
  8. The Supplier shall comply with any further instructions with respect to Processing issued by the Authority by written notice. Any such fulther written instructions shall be deemed to be incorporated into Table A above from the date at which such notice is treated as having been received by the Supplier in accordance with Clause 27.2 of Schedule 2 of the Contract.
  9. Subject to Clauses 1.13, 1.14, and 1.15 of this Protocol, any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

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