

Memorandum of Agreement

(Natural England)

Atamis Project Ref: C22968

Atamis Contract Ref:

Management and Maintenance Fund for Revitalising Redesdale

BETWEEN

(2) [REDACTED]
[REDACTED]
[REDACTED]

Category	Value (approximate percentage)
1	95
2	98
3	100
4	100
5	100
6	95
7	98
8	95
9	98
10	98
11	90
12	95

1. DEFINITIONS AND INTERPRETATION

“Agreement” means this document, including all schedules and appendices hereto. Any schedule or appendix is an integral part of this Agreement and shall be interpreted accordingly.

“DPA 2018” means the Data Protection Act 2018.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679) and “Controller”, “Personal Data” and “Processor” have the meaning given to them in the GDPR.

“Natural England Data” means the data text drawings diagrams images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are:

- a) supplied to the Partner by or on behalf of Natural England; or
- b) which the Partner is required to generate, process, store or transmit pursuant to the Agreement; or
- c) any personal data for which Natural England is the data controller.

“Law” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.

A “Party” means any party to this Agreement individually and “Parties” refers to all the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question;

“Project” means the project which this Agreement is intended to deliver.

A reference to writing or written includes e-mail but not faxes.

2. PRINCIPLES OF THE RELATIONSHIP

- 2.1 The Parties shall work together in delivering the Project and shall perform their respective obligations to the timetables set out in the schedule, Annex 1.
- 2.2 [REDACTED] warrants and agrees that in providing any services or in fulfilling any obligation or dealing with and administering funds under this Agreement it will ensure it is fully compliant with EU and public sector procurement regulations and incorporate best practice principles.
- 2.3 The Parties will be responsible for providing the personnel, accommodation, equipment and services needed to deliver their obligations to the Project. These include – line management of staff provided, training of those staff and volunteers, equipment, employer health and safety obligations, paying staff salaries, on costs, expenses, sick pay, pension, maternity, redundancy or other payments to which the staff member may be entitled. Allocation of specific responsibilities are detailed in section 6 and 7 of this agreement.
- 2.4 None of the Parties shall be entitled to impose any duties or responsibilities on other Parties beyond the terms and conditions of this Memorandum.

3. DURATION

- 3.1 This Agreement shall be effective from the date of its execution and shall continue until 30th September 2033 subject to earlier termination in accordance with paragraph 20.

4. RESOURCES

- 4.1 The Parties shall provide such resources identified in the schedule as being their responsibility to so provide.
- 4.2 If any of the individuals named as a resource being provided by a Party are unavailable for any reason whatsoever, that Party shall offer an alternative member of staff with equivalent skill sets to the reasonable satisfaction of the other Party.

5. FUNDING ARRANGEMENTS

- 5.1 The Parties shall provide the following funding amounts in accordance with the payment dates identified in Annex 1:

Natural England	£70,000
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- 5.2 The amounts set out in paragraph 5.1 shall be inclusive of all taxes which may be payable in relation to the Project from time to time.
- 5.3 Payment will be made in accordance with Annex 1. The Party agrees to pay the invoice in full within 28 days of receipt of a correct and valid invoice subject only to the resolution of any outstanding issues which may constitute a breach of this Agreement.
- 5.4 All payment requests should be made, quoting the purchase order number (PO Number) provided to:

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 5.5 Natural England by providing funding does not incur any responsibilities or liability as an employer, either of the project officer or anyone else who is involved in the work of the Project as resources supplied by the Partner.

6. DISTINCTIVE RESPONSIBILITIES OF NATURAL ENGLAND

- 6.1 [REDACTED] She will be responsible for managing the agreement for its duration, and monitoring and reporting delivery according to the Delivery Profile. The Natural England Project Officer will attend all project steering group meetings to steer and monitor delivery of the agreement.
- 6.2 The Natural England Project Officer will review the success of the Project at the end of each year and at the end of the Agreement and ensure there is a final report of overall delivery against the delivery profile.
- 6.3 The financial contributions will be made against delivery of the specific outputs and outcomes set out in the project schedule and delivery profile in Annex 1

7. DISTINCTIVE RESPONSIBILITIES OF THE PARTNER

- 7.1 [REDACTED] will manage the Management and Maintenance Fund on behalf of the Landscape Partnership.
- 7.2 [REDACTED] will ensure appropriate records are kept and these records are available for audit purposes if necessary. The funds will only be used for the purposes detailed under Annex 1.
- 7.3 [REDACTED] will hold the Management & Maintenance Fund in a ring-fenced account under a grant income/contribution code and presented independently audited accounts to show how this fund is being used.
- 7.4 [REDACTED] will also provide a named representative, who will be responsible for ensuring the delivery, monitoring and reporting of the outputs in the project schedule, Annex 1. This will include attending all steering group meetings.

8. FUTURE SERVICES

- 8.1 On or before completion of the Project, the Parties shall act reasonably in agreeing the [REDACTED]
[REDACTED]
[REDACTED]

9. FURTHER ASSURANCE

- 9.1 Natural England and the Partner shall promptly execute and deliver all such documents and do all such things as may from time to time be reasonably required for the purpose of giving full effect to the provisions of this Agreement.

10. VARIATION AND WAIVER

- 10.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

- 10.2 No delay by Natural England in exercising any provision of this Agreement constitutes a waiver of such provision or shall prevent any future exercise in whole or in part.

11. SUCCESSORS AND ASSIGNS

- 11.1 The agreements reached between Natural England and the Partner pursuant to this Agreement shall continue for the benefit of Natural England's successors and assigns.
- 11.2 Except for sub-contracting part or parts of the services provided under this agreement, the Partner cannot assign, or in any other way dispose of the Agreement or any part of it to any person, firm or company without the prior written consent of Natural England.

12. NOTICES

- 12.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to below or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.
- 12.2 The provisions of this clause shall not apply to the service of any process in any legal action or proceedings where the normal legal rules as to delivery will apply:

- (1) [REDACTED]
- [REDACTED]
- [REDACTED] [REDACTED]
- [REDACTED] [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

13. NATURAL ENGLAND DATA

- 13.1 The Partner shall not delete or remove any proprietary notices contained within or relating to any Natural England Data.
- 13.2 The Partner shall not store, copy or disclose or use the Natural England Data except as necessary for the performance by the Partner of their obligations under this Agreement or as otherwise expressly authorised in writing by Natural England.

- 13.3 To the extent that the Natural England Data is held and/or processed by the Partner, the Partner shall supply that Natural England Data to Natural England as requested by Natural England in the format specified in the request.
- 13.4 The Partner shall take responsibility for preserving the integrity of Natural England Data and preventing the corruption or loss of Natural England Data.
- 13.5 The Partner shall perform secure back-ups of any relevant Natural England Data and shall ensure that up to date back-ups are stored off-site and in accordance with any business continuity and disaster recovery plan Natural England have in place or requires the Partner to have in place. The Partner shall ensure that such back-ups are always available to Natural England upon request and are delivered to Natural England at no less than 3 monthly intervals or as requested by Natural England.
- 13.6 The Partner shall ensure that any system on which the Partner holds any Natural England Data, including back-up data, is a secure system that complies with any security policy of Natural England and that it has in place appropriate technical and organisational measures to ensure the security of the same.
- 13.7 If the Natural England Data is corrupted, lost or sufficiently degraded as a result of the Partner's Default so as to be unusable, Natural England may:
- 13.7.1 require the Partner (at the Partner's expense) to restore or procure the restoration of Natural England Data to the extent and in accordance with the requirements specified by Natural England; and/or
 - 13.7.2 itself restore or procure the restoration of Natural England Data and shall be repaid by the Partner any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified by Natural England.
- 13.8 If at any time the Partner suspect or have reason to believe that Natural England Data has or may become corrupted, lost or sufficiently degraded in any way for any reason then the Partner shall notify Natural England immediately and inform Natural England of the remedial action the Partner proposes to take.

14. RIGHT TO PUBLISH

- 14.1 The partner acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act (FOIA)/Environmental Information Regulations 2004 (EIRs), the content of this agreement is not confidential information. Natural England shall be responsible for determining in its absolute discretion whether any of the content of the agreement is exempt from disclosure in accordance with the provisions of the FOIA/EIRs. Notwithstanding any other term of this agreement, the partner hereby gives his consent for Natural England to publish the agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA/EIRs redacted), including from time-to-time agreed changes to the agreement, to the general public.

- 14.2 Natural England may consult with the partner to inform its decision regarding any exemptions, but Natural England shall have the final decision in its absolute discretion.

15. DATA PROTECTION

- 15.1 The Parties Agree to comply with the Data Protection Legislation in particular the Parties acknowledge that for the purposes of the Data Protection Legislation, Natural England is the Controller and Northumberland Wildlife Trust is the Processor. The only processing that Northumberland Wildlife is authorised to do is listed in Annex 2 by Natural England and may not be determined by Northumberland Wildlife Trust.

16. CONFIDENTIALITY

- 16.1 Both Parties acknowledge that pursuant to this Agreement they will each disclose Confidential Information to the other. In consideration of the provision of such Confidential Information, each Party undertakes to the other:
- (a) to keep secret and confidential all Confidential Information disclosed to it, (including its employees, agents or advisers) by or on behalf of the other in relation to the agreement or the business of the other Party which is of a confidential nature and not to use such Confidential Information for any purpose other than for the purposes of this Agreement; and
 - (b) not to disclose to any third party (other than its professional advisers or as required by law or any competent regulatory authority) any such Confidential Information other than that which comes into the public domain other than by breach of the undertakings contained in this clause 16.
- 16.2 These confidentiality undertakings shall subsist indefinitely so far as permissible by law.
- 16.3 The obligations of confidentiality set out in this clause 16 shall not apply to information already known to either Party (other than through a breach of a confidentiality undertaking), information in the public domain or information required to be disclosed by law.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 All intellectual property rights in any information or material introduced by one Party to the other Party pursuant to this Agreement shall remain the property of the Party that owned such intellectual property rights prior to such introduction. The Partner shall grant Natural England a non-exclusive licence to use, publish and enable others to use all such pre-existing information and materials supplied under this Agreement, including any intellectual property rights in the same, in perpetuity.
- 17.2 The Partner grants Natural England an irrevocable non-exclusive licence to any of its existing intellectual property rights as are necessary for Natural England to make use of the Project's deliverables including any arising intellectual property rights and for Natural England to allow others to make use of the Project's deliverables including any arising intellectual property rights.

- 17.3 Any new or future intellectual property rights arising from or as a result of the Project shall be owned by Natural England.
- 17.4 Natural England grants the Partner an irrevocable non-exclusive licence to the arising intellectual property rights for Non-Commercial purposes.
- 17.5 The Partner shall do, or procure to be done, all such further acts and things and the execution of all such other documents as may from time to time be required for the purpose of ensuring all new and future intellectual property rights arising from the Project vest in Natural England
- 17.6 The Partner agrees to waive any moral rights in the intellectual property pursuant to this clause 17, and agree not to institute, support or maintain or permit any action or claim to the effect that any treatment, exploitation or use of such intellectual property rights or other materials, infringes its moral rights.

18. INFORMATION

- 18.1 The Partner acknowledges that Natural England is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and the Partner shall assist and co-operate with Natural England as necessary to comply with these requirements.
- 18.2 In responding to a request for information, including information in connection with the Project, Natural England will use reasonable endeavours to consult with the Partner. Notwithstanding this the Partner acknowledges that Natural England may disclose information without consultation or following consultation with the Partner having taken its views into account.
- 18.3 The Partner shall ensure that all information produced in the course of the Project or relating to the Agreement is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable Natural England to respond to a request for information within the time for compliance and shall permit Natural England to inspect such records as requested from time to time.

19. LIABILITY

- 19.1 Natural England's total liability arising under, or in connection with, this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited as follows:
- (a) for non-payment of funding, to the amount unpaid; or
 - (b) for any other type of liability, to the amount of funding unpaid under this Agreement.
- 19.2 The Partner's total liability arising under, or in connection with, this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to one million pounds or ten times the total funding amounts specified in clause 5.1 whichever is the lower amount.

- 19.3 Neither Party excludes or limits liability to the other for death or personal injury caused by its negligence or for any breach of any obligations implied by section 12 of the Sale of Goods Act 1979.

Subject to clause 19.3, neither Party will be liable to the other Party for:

- (a) any indirect, special or consequential loss or damage; or
- (b) any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

20. TERMINATION

- 20.1 Without prejudice to any other rights or remedies which either Party may have, either Party may terminate this Agreement by giving one months' written notice to the other.
- 20.2 Either Party may terminate the Agreement by notice in writing with immediate effect with no liability to the other Party where:
- (a) the other Party undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the Agreement or the Project; or
 - (b) the other Party becomes insolvent, bankrupt, enters into liquidation, enters into a voluntary arrangement, appoints a receiver or such similar event in any jurisdiction save for the purposes of a solvent reconstruction or amalgamation; or
 - (c) the other Party is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the other Party brings or is likely to bring either Party into disrepute or is materially adverse to the interests of either Party; or
 - (d) the other Party suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the other Party ceases to trade.

21. CONSEQUENCES OF TERMINATION

- 21.1 On termination of the Agreement each Party shall:
- (a) return the pre-existing information or materials to the Party that provided the information; and
 - (b) repay any unused sums (less any monies contractually committed to be paid) at the date of termination to the Parties in the percentage in which the Party had contributed in accordance with clause 5 above.
 - (c) return all information generated under this contact to the Party that is the controller for that information.

- 21.2 Any sums payable in accordance with this clause 21 shall only be payable by the Parties if they would have been payable in accordance with this Agreement if it had not been terminated.

22. RECONCILIATION OF DISAGREEMENT

- 22.1 Any disagreements will normally be resolved amicably at working level. In the event of failure to reach consensus between the Parties then such failure shall be handled in the following manner:
- (a) the dispute shall in the first instance be referred to Natural England's project officer or manager in the organisation of similar standing and the Partner's project officer for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten business days;
 - (b) if the dispute cannot be resolved in accordance with 22.1.a above within ten business days after such referral, or within any other period agreed between the Parties, then the dispute shall be referred to Defra Group Commercial (Natural England) Team for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten business days;
 - (c) if the dispute has not been resolved following a referral in accordance with 22.1.b the Parties shall settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

23. ANNOUNCEMENTS

- 23.1 The Parties shall not make, or permit any person to make, any public announcement concerning the Project (whether before, at or after completion) except as required by law or with the prior written consent of the other Parties.
- 23.2 In accordance with government restrictions on marketing and advertising expenditure by public bodies, no part of the funding provided by Natural England may be used for such activities.

24. GENERAL

- 24.1 The Parties do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 24.2 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

- 24.3 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.
- 24.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations, or understandings between them. The Parties confirm that they have not entered into the Agreement based on any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 24.5 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 24.6 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute, or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 24.7 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void, or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

25. GOVERNING LAW

- 25.1 This Agreement and all disputes or claims arising out of or in connection with the activities of the Parties in delivering the Project shall be governed by and construed in accordance with the law of England.

26. ELECTRONIC SIGNATURE

- 26.1 Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.
- 26.2 Acceptance of the offer comprised in this Agreement must be made within 10 days and the Agreement is formed on the date on which the Partner communicates acceptance on Natural England's electronic contract management system.
- 26.3 No other form of acknowledgement will be accepted.



Annex 1 Project Schedule

[Redacted]

[Redacted]

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[Redacted]
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[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

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- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Annex 2 Data Processing Terms

1. DEFINITIONS

Terms defined in this Agreement have the same meaning for purposes of this Annex and, in addition, the following terms have the following meanings:

Controller, Processor, processing, Data Subject, Personal Data, Data Protection Officer take the meaning given in the GDPR or, in respect of processing of personal data for a law enforcement purpose to which Part 3 of the DPA 2018 applies, the meaning in that Part if different.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Agreement.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal 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 the such measures adopted by it.

Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in respect of their Personal Data.

Sub-processor: any third party appointed to process Personal Data on behalf of that Processor related to this Agreement.

2. REQUIREMENTS OF PARTIES TO THIS AGREEMENT

- 2.1 Where there is a Controller-Processor relationship, each Party shall co-operate with the other Party to complete Schedule 1 to this Appendix prior to entering into the relationship.

3. DATA PROTECTION – WHEN ONE PARTY IS CONTROLLER AND THE OTHER PARTY IS THE PROCESSOR

- 3.1 Schedule 1 identifies the Party acting as Controller and the Party acting as Processor for Personal Data processed under this Agreement. Subject to paragraph 3.4 (a), the only processing that the Processor is authorised to do is listed in Schedule 1 by the Controller and may not be determined by the Processor.

- 3.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 3.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment in respect of any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Project;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 3.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Personal Data Breach, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
- (D) have undergone adequate training in the use, care, protection and handling of Personal Data
- (d) not transfer Personal Data outside of the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or Chapter 5 of the DPA 2018) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

3.5 Subject to paragraph 3.6, the Processor shall notify the other Party without delay if it, in connection with Personal Data processed under this Agreement:

- (a) receives a Subject Request (or purported Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Personal Data Breach, such notification in any event to be within 24 hours of becoming aware of the Personal Data Breach.

3.6 The Processor's obligation to notify under paragraph 3.5 shall include the provision of further information to the Controller in phases, as details become available.

- 3.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation in connection with Personal Data processed under this Agreement and any complaint, communication or request made under paragraph 3.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 3.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Appendix B. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects; or
 - (d) the processing is processing to which Part 3 of the DPA 2018 applies
- 3.9 The Processor shall allow for audits of its Personal Data processing activity by the Controller or the Controller's designated auditor.
- 3.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 3.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;

- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Annex B such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

- 3.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 3.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause 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 Agreement).
- 3.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

4. RECORDS

- 4.1 Each Party shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement and the Data Protection Legislation.
- 4.2 Each Party shall provide the other full access to the other Party's data security and privacy procedures relating to Personal Data.

5. ADMINISTRATION

- 5.1 The Controller agrees that the Processor and its Representatives may use Personal Data which the Controller provides about its staff and partners involved in the Project to exercise the Processors rights under this Agreement and or to administer the project or associated activities. Furthermore, the processor agrees that the Controller and its Representatives may use Personal Data that the processor provides about its staff involved in the project to manage its relationship with the Authority.

Annex 2 Schedule 1 - Details of Personal Data Exchange

1. The contact details of the Controller Data Protection Officer are:

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Controller and Processor are: [REDACTED] [REDACTED]
Project Name and Subject Matter of the Processing	Redesdale Maintenance and Management Fund No personal data will be collected as part of this project
Duration of the processing	[REDACTED] [REDACTED]
Nature and purposes of the processing	Not applicable

Type of Personal Data including any special category data	.No personal data will be collected in this project
Categories of Data Subject	Not applicable
Plan for return and destruction of the data once the processing is complete	Not applicable
Transfers to third countries or international organisations	Data being processed will not be transferred outside the EEA
Legal Basis for Processing	The performance of this task is being carried out in the public interest to allow interventions to address water quality issues in the area to be addressed. No personal data will be collected.
Special Terms	None