

SSRO-C-131 Stakeholder Survey 2024

Terms and Conditions

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This **AGREEMENT** is made on the day of 2023

**BETWEEN**:

1. **SINGLE SOURCE REGULATIONS OFFICE** of G51/G52, 100 Parliament Street, London, SW1A 2BQ
2. (the “**SSRO**”) of the one part; and
3. **[ ]** (registered company number [ ]) whose registered address is [ ] (the “Contractor”) of the other part

individually a “**Party**” and together the “**Parties**”.

**WHEREAS:**

1. The SSRO has conducted a tender process to appoint a contractor to deliver stakeholder survey services, which are more particularly defined in clause 1 and the Specification.
2. The Contractor has been appointed pursuant to that tender process and the Parties have entered into this Contract on the terms set out herein.

**NOW IT IS HEREBY AGREED as follows:**

## Definitions

* + 1. In the Contract the following capitalised words shall have the relevant meanings ascribed to them as detailed below (unless the context suggests otherwise):
       - 1. “**Charges Cap**” means the sum of £[ ] (excluding VAT) being the maximum sum payable to the Contractor under this Contract for delivering the Services;
         2. “**Charges**” means the sum payable to the Contractor for delivering the Services, as set out in the Pricing Schedule;
         3. “**Clarifications**” means the SSRO’s response to any questions raised by the Contractor or other companies during the tender process and which refine and form part of the Specification;
         4. **“Client Officer”** means one or more officers of the SSRO representing the SSRO and as notified to the Contractor from time to time;
         5. **“Commencement Date”** means the date of this Contract;
         6. **“Complaint”** means a complaint made by a Data Subject;
         7. “**Compliance Forms**” means the Form of Tender and Statement of Conduct completed by the Contractor during the tender process and contained in the Contractor’s Proposal;
         8. “**Conflict of Interest”** means an actual or potential conflict between the interests of the SSRO and the interests of the Contractor or any other third party;
         9. **“Contract”** means this agreement, together with its schedules, under which the Contractor will deliver the Services to the SSRO;
         10. **“Contract Period”** means the period referred to in clause 2.1;
         11. **“Contractor’s Confidential Information”** means the Information belonging to the Contractor in respect of which one of the following is satisfied:
* It comprises Protected Data; or
* Disclosure of the Information would, or would be likely to, prejudice the commercial interests of any person (including one of the Parties) and the public interest in maintaining non-disclosure would outweigh the public interest in disclosure; or
* Disclosure of the Information would constitute a breach of confidence actionable by either Party or a third party;
  + - * 1. **“Contractor’s Manager”** means the Employee of the Contractor with principal responsibility for providing the Services;
        2. **“Contractor’s Proposal”** means the proposals submitted by the Contractor, and accepted by the SSRO, which describe how the Contractor will carry out the Services, as attached at Schedule 3;
        3. **“Data Controller”** takes the meaning given in the UK GDPR;
        4. **“Data Processor”** takes the meaning given in the UK GDPR;
        5. “**Data Loss Event**” means any event that results, or may result, in unauthorised access to Personal Data held by the Processor 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;
        6. “**Data Sub-processor**” means any third-party data processor engaged by a Data Processor who has or will have access to or process Personal Data from a Data Controller;
        7. **“Data Subject”** takes the meaning given in the UK GDPR;
        8. **“Data Subject Request”** means a request by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data;
        9. “**Data Protection Legislation**” means (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the DPA 2018 to the extent that it relates to the processing of personal data and privacy; and (ii) to the extent that it may be applicable, the EU GDPR. The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018;
        10. “**Data Protection Impact Assessment”** means an assessment by the Data Controller carried out in accordance with section 3 of the UK GDPR and sections 64 and 65 of the Data Protection Act 2018;
        11. “**Data Protection Officer**” takes the meaning given in the UK GDPR;
        12. **“Deliverable”** means any product, tangible or intangible, resulting from the performance of the Services;
        13. “**DPA 2018**” means the Data Protection Act 2018;
        14. “**Employee**” shall include any person who is an employee or director of the Contractor or a partner in the Contractor, or who occupies the position of a director of the Contractor, by whatever title given;
        15. **“Information”** means information or data recorded in any form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract;
        16. **“Intellectual Property Rights”** means any patent, patent application, know how, trade mark or name, service mark, design right, registered design, copyright, moral right, rights in commercial or technical information or any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world;
        17. **“International Organisation”** means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;
        18. **“ITT”** and “**Invitation to Tender”** means the document at Schedule 4 to the Contract by which organisations, including the Contractor, were invited to submit a tender to deliver the Services;
        19. “**Joint Controllers”** takes the meaning given in Article 26 of the UK GDPR;
        20. **“Key Personnel”** means the Contractor’s personnel authorised to deliver the Services, each of whom are specified in the Contractor’s Proposal;
        21. “**Law**” means any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, byelaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the Contractor is bound;
        22. “**Law Enforcement Processing”** means processing under Part 3 of the DPA 2018;
        23. **“Personal Data Breach”** takes the meaning given in the UK GDPR;
        24. **“Pricing Schedule”** means the document of the same title and contained in the Contractor’s Proposal;
        25. **“Protected Data”** means any personal data within the meaning of the Data Protection Act 2018 processed by a Data Processor on behalf of a Data Controller in performing the Services;
        26. “**Protective Measures**” means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Contract, 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.
        27. **“Processing Instructions”** means a Data Controller’s instructions for the processing of Protected Data by a Data Processor;
        28. **“Services”** means the Services described in the Specification, which the Contractor is required to provide under this Contract;
        29. **“Specification”** means the document appended at Schedule 2 provided by the SSRO to the Contractor, together with the Clarifications, which together set out the SSRO’s requirements for the Services;
        30. **“Stage”** means a defined section of the Services as set out, if relevant, in the Specification;
        31. **“Supervisory Authority”** means an independent public authority responsible for monitoring the application of the Data Protection Legislation in the United Kingdom;
        32. “**UK GDPR”** means the UK General Data Protection Regulation;
        33. **“Working Day”** means any day other than a Saturday, Sunday or public holiday in England and Wales.
    1. In these terms and conditions:
       - 1. a reference to a person includes a natural person and any body or organisation with a separate legal personality;
         2. a reference to a party includes its personal representatives, successors or permitted assigns;
         3. a reference to a regulation, regulatory provision, statute or statutory provision is a reference to such statute or provision as amended, replaced or re-enacted and includes a subordinate instrument or provision of such instrument as amended, replaced or re-enacted.
         4. a reference to a policy or guidance document is a reference to a policy or guidance document as amended or replaced.

## Duration

* + 1. The Contract shall commence on the Commencement Date and end on the date when the Contractor has fulfilled each and every obligation under the Contract as agreed by the SSRO (such agreement not to be unreasonably withheld), unless terminated earlier in accordance with the provisions of this Contract or by operation of statute or common law.

## SSRO’s obligations

* + 1. In consideration of the delivery of the Services by the Contractor, the SSRO shall pay the Contractor the Charges in accordance with clause 6, subject to:

(a) the Contractor complying with its obligations under the Contract; and

(b) the Charges Cap.

* + 1. The SSRO shall provide the Contractor with such information and instructions as the Contractor reasonably requires for the purposes of providing the Services.

## Contractor’s General Obligations

* + 1. The Contractor shall deliver the Services fully in accordance with the Specification, including meeting any performance and milestone dates.
    2. In providing the Services, the Contractor shall:
       - 1. co-operate with the SSRO in all matters relating to the Services and comply with the SSRO’s instructions;
         2. perform the Services in a timely manner, using reasonable care, skill and diligence and in accordance with best practice in the Contractor’s industry, profession or trade;
         3. ensure that only the Key Personnel are allocated to deliver the Services and that no other person is so allocated without the prior consent of the SSRO;
         4. ensure that the Services conform with the Specification and the SSRO’s instructions and that the Deliverables are fit for any purpose expressly or impliedly made known to the Contractor by the SSRO;
         5. ensure that the Deliverables and Information shared with the Contractor by the SSRO is shared only with those SSRO employees specified in the Specification;
         6. provide all equipment, tools and other items required to provide the Services, save as otherwise agreed in writing with the SSRO;
         7. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the SSRO will be free for defects in workmanship, installation and design;
         8. obtain and at all times maintain all necessary licences and consents; and
         9. comply with all applicable laws, enactments, orders, regulations and other similar instruments as amended from time to time.
    3. The Contractor warrants and represents that:
       - 1. it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Contractor; and
         2. it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary for the performance of the Contract.
    4. The Contractor agrees that any breach of clauses 4.2 and 4.3 shall be remedied as a matter of urgency at no additional cost to the SSRO.
    5. The Contractorshall attend review meetings and submit performance reports on the dates, times and in the form specified in the Specification, or as otherwise reasonably required by the SSRO.
    6. The Contractor shall make adjustments to the Services in response to any reasonable request from the SSRO.
    7. The Contractor shall notify the SSRO as soon as it becomes aware of an event occurring or which it believes is likely to occur which will cause material delay to or materially impede the performance of the Services or any part thereof and the Contractor shall take all necessary steps consistent with good practice to minimise the delay to the SSRO.
    8. In the event that the Contractor fails due to its default to fulfil an obligation by the date specified in the Contract (or such incidental documents created during the Contract Period, including but not exclusively Court Orders) for such fulfilment, the Contractor shall, at the request of the SSRO and without prejudice to the SSRO's other rights and remedies under the Contract, arrange all such additional resources as are necessary to fulfil the said obligation as early as practicable thereafter and at no additional charge to the SSRO.
    9. If any obligation of the Contractor specified in the Contract is delayed as a result of a default by the SSRO, then:
       - 1. both parties shall use all reasonable endeavours to mitigate the impact of such delay and to recover any resultant delay to the performance of the Services; and
         2. if there is a resultant delay, the date associated with the relevant obligation as specified in the Contract (and the dates similarly associated with any subsequent obligations specified in the Contract) shall be amended by a period of time equal to the period of delay resulting from such SSRO’s default (or such other period as the parties may agree in writing).
    10. The Contractor shall not instruct, or cause to be instructed, any third party or otherwise incur liabilities in the name of the SSRO without the prior written consent of the Client Officer.
    11. The Contractor accepts that the SSRO shall have the right after consultation with the Contractor to require the removal of any person (including Key Personnel) from involvement in the performance of the Services if in the SSRO’s reasonable opinion the performance or conduct of such person is or has been unsatisfactory or if it shall not be in the public interest for the person to work on the Contract.
    12. The Contractor shall provide the Services and comply with the terms of the Contract in such a way so as not to cause any undue injury or damage to the image or reputation of the SSRO.
    13. The Contractor shall hold and maintain throughout the Contract Period Cyber Essentials accreditation.

## Additional Services

* + 1. The SSRO may, from time to time during the Contract Period, request the Contractor to provide certain additional services.
    2. When it becomes apparent to the SSRO that it may require the Contractor to provide additional services, it shall raise the matter with the Contractor. In doing so the SSRO shall provide sufficient information to enable the Contractor to confirm whether they can deliver those additional services and to prepare a proposal for how those additional services will be delivered.
    3. Any binding agreement as to the additional services shall only come into existence upon an agreement in writing between the Parties.

## Charges and Payment

* + 1. The Charges shall be the full and exclusive remuneration of the Contractor for delivery of the Services, save for any disbursements the SSRO agrees to pay under clause 7.
    2. The total Charges payable by the SSRO to the Contractor under this Contract shall in no event exceed the Charges Cap and the SSRO shall have no liability towards the Contractor for any Charges or other costs claimed in excess of the Charges Cap.
    3. The Contractor must submit invoices for payment, which must be valid for VAT purposes. The SSRO will pay the Contractor such VAT as is chargeable on the delivery and supply of the Services.
    4. An invoice shall be submitted no later than within 30 days of completion of each milestone as described in the Specification. Attached to the invoice shall be a detailed bill of costs in respect of each matter worked on to include, at least, the following information:
       - 1. for all cases or matters:

Matter name;

SSRO Officer’s name;

Purchase order number provided by the SSRO; and

Type of activity,

* + - * 1. for hourly or daily paid or capped fee cases or matters:

Hourly or daily rate or unit price apportionment;

Detailed breakdown of time spent per activity, per day and per individual (as per clause 6.5); and

Running total of fees accrued to date on each matter included in that bill, and

Any discount applied (where applicable)

* + - * 1. for fixed fee matters: full details of the matter and the fee charged, and
        2. a breakdown of any disbursements which the SSRO has agreed to pay.
    1. The Contractor shall not charge the SSRO for time spent on administration associated with preparing to carry out the Services, preparing invoices, managing or training staff, or on administrative or secretarial work.
    2. The SSRO shall pay undisputed sums to the Contractor within 30 days of receipt of a valid invoice.

## Disbursements

* + 1. The Contractor shall not incur any disbursements in carrying out the Services without the prior written agreement of the SSRO. The SSRO will reimburse the Contractor for disbursements which it has agreed in writing to pay, but otherwise the Charges specified in the Pricing Schedule shall be deemed to include all fees, charges, disbursements, costs, expenses and other associated expenditure incurred in providing the Services, including all materials and utility costs.

## Third Party disclaimer and records

* + 1. Neither the Deliverables nor any of the Services provided pursuant to the Contract are intended, either expressly or be implication, to confer any benefit on any third party and the Contractor’s liability to any third party is expressly disclaimed. Any third party that has access to and seeks to rely upon the Deliverables does so at their own risk and without recourse to the Contractor, save where it is expressly agreed in advance that they may rely on the Deliverables or Services.
    2. The Contractor shall keep and maintain until six months after the Contract Period, or as long a period as may be agreed between the parties, full and accurate records of the agreement including:

1. The Services provided under it;
2. all expenditure reimbursed by the SSRO;
3. all payments made by the SSRO.
   * 1. The contractor shall on request afford the SSRO or the SSRO’s representatives such access to the records referred to in clause 8.2 as may reasonably be required in connection with the agreement.

## Performance Review

* + 1. At regular intervals throughout the Contract Period, as reasonably determined by the SSRO, the SSRO and the Contractor shall meet to discuss and review the performance of the Contract.

## Meetings

* + 1. The Contractor will attend such meetings as are set out in the Specification.
    2. All the Contractor’s costs and expenses associated with attendance at meetings in performing work under the Contract shall be deemed to be included in the Charges.

## Stages and Performance

* + 1. Upon completion of the Services, or at the end of any Stage (where applicable) the Contractor shall notify the SSRO that the Services or as the case may be the relevant Stage is complete.
    2. Upon notification in accordance with clause 11.1, the SSRO will review the performance of the relevant Services.
    3. Notwithstanding any other legal right of the SSRO (either as stated in the Contract or under the law as specified in clause 28 of the Contract), where a review of the Services identifies that any part of the Services has not been provided in accordance with the Contract, then the SSRO may require either:
       - 1. the Contractor to re-perform such Services until the relevant part of the Services have been completed in accordance with the Contract entirely at the Contractor’s risk and expense; or
         2. a reduction in any sum owing to the Contractor in such amount as is proportionate to the level which the performed Services failed to meet the requirements of the Contract.
    4. Where re-performance is required of part or all of the Services, the SSRO shall:
       - 1. set a reasonable timescale for the re-performance; and
         2. review the re-performed Services and clause 11 shall apply.

## Intellectual Property Rights

* + 1. The SSRO will own the intellectual property rights in the final version of the Deliverables, subject to payment of the Charges, however the intellectual property rights in any materials created by or licensed to the Contractor outside of the performance of the Services will be owned by the Contractor (or by its licensors) and the SSRO will have a non-exclusive, not-transferable licence to use such materials for the purposes for which the Deliverables were provided. The Contractor shall seek the consent of the SSRO to use any intellectual property in the Deliverables that is owned by the SSRO, which consent shall not be unreasonably withheld.

## Use of SSRO Facilities

* + 1. Where the Contractor is required to enter onto premises owned or operated by the SSRO or a third party, for the purposes of delivering the Services, the Contractor shall abide by all reasonable instructions of the person or persons in charge of such premises, including in relation to health and safety.
    2. Such instructions referred to in clause 13.1 may include (but not exclusively):
       - 1. wearing identification badges;
         2. exclusion from restricted areas; and
         3. compliance with emergency evacuation procedures.
    3. Notwithstanding the provisions of this clause, the Contractor is responsible for the health and safety of its own staff whilst the staff are present at such premises.

## Termination

* + 1. The SSRO may terminate the Contract forthwith by notice in writing given to the Contractor in the event that:
       - 1. the Contractor commits a material or persistent breach of the Contract and, in respect to a non-material breach, fails to remedy the breach within seven days of receipt of notice in writing of the breach;
         2. the Contractor suspends or threatens to suspend, or ceases or threatens to cease, all or a substantial part of the Contractor’s business;
         3. the Contractor (or a partner of the Contractor) suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed by legislation to be unable to pay its debts or as having no reasonable prospect of doing so;
         4. the Contractor is bankrupt or the subject of a bankruptcy petition;
         5. the Contractor enters into negotiations for, or makes, a voluntary agreement with its creditors to compromise, reschedule or arrange repayment of outstanding sums;
         6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor;
         7. an administrator and or administrative receiver is appointed to manage the affairs of the Contractor, or an application is made to a court for the same;
         8. a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
         9. a creditor or other entitled person attaches or takes possession of the whole or any part of the Contractor’s assets, or a distress, execution, sequestration or other such process is levied, enforced or sued against the Contractor’s assets and such process is not discharged within 14 days;
         10. any event occurs, or proceeding is taken with respect to the Contractor in any jurisdiction that has an effect equivalent or similar to clause 14.1(b) to 14.1(i);
         11. the Contractor’s business is taken over in whole or in part either by sale of a controlling interest in the share capital of the Contractor or by a sale of the assets relevant to the part of the Contractor’s business that is performing the Contract;
         12. the Contractor dies or, by reason of illness or incapacity, is incapable of managing the Contractor’s affairs for a period of time;
         13. any part of the Contractor’s Proposal, including the Compliance Forms, is found to be incorrect, false or misleading; and
         14. the Contractor’s Cyber Essentials accreditation lapses without renewal or is revoked during the Contract Period.
    2. The SSRO may terminate the Contract for any reason whatsoever by giving two weeks’ written notice to the Contractor.
    3. For the avoidance of doubt, the allowance by the Contractor of the actions detailed in clause 14.1 and the subsequent sub-clauses constitute a material breach of the Contract.
    4. The right for the SSRO to terminate the Contract pursuant to this clause 14 shall be without prejudice to any other right to terminate expressly referred to elsewhere in this Contract.

## Liability and insurance

* + 1. Neither Party shall be liable to the other Party for any:
       - 1. indirect, special or consequential loss;
         2. loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
    2. The Contractor’s aggregate liability to the SSRO of whatever nature, whether in contract, tort or otherwise, for any loss whatsoever and howsoever caused by or arising from this Engagement, shall not exceed the sum of £50,000.
    3. For all services where any loss is suffered by the SSRO for which the Contractor would otherwise be jointly and severally liable with any third parties, the extent to which such loss shall be recoverable by the SSRO from the Contractor, as opposed to the third party, shall be limited so as to be in proportion to the Contractor’s contribution to the overall fault for such damage or loss, as agreed between the parties, or in the absence of agreement, as finally determined by an English Court (ignoring for these purposes the ability of the third party to pay or any limitation of liability that the SSRO might have agreed with such third party).
    4. Nothing in this Contract shall exclude or restrict the liability of any person for that person’s fraud or dishonesty or purport to exclude or restrict a liability which cannot be excluded or restricted by law.
    5. Throughout the Contract Period and for two years afterwards the Contractor shall take out and maintain with a reputable insurance company on generally available commercially acceptable terms:

public liability insurance with a minimum cover of five million pounds for each and every claim or series of claims arising out of one event; and

employer’s liability insurance with a minimum cover of five million pounds.

* + 1. From time to time when reasonably requested by the SSRO the Contractor shall send to the SSRO proof of payment of the premiums in respect of the insurance and a copy of the policy schedule and any other reasonable information for the SSRO to satisfy itself that the insurances referred to in clause 15.5 are in effect.

## Transfer and Sub-Contracting

* + 1. The SSRO may assign, novate, or sub-contract the whole or any part of the Contract to any body which performs functions previously performed by the SSRO upon giving written notice to the Contractor.
    2. The Contractor shall not assign or sub-contract the whole or any part of the Contract or the Services without the prior written consent of the SSRO, which consent shall not be unreasonably withheld or delayed but may be given subject to such conditions, if any, as the SSRO in its sole discretion may consider reasonable or necessary to protect the interests of the SSRO.
    3. The Contractor shall submit any request for the SSRO’s consent to sub-contract in writing to the Client Officer and shall provide:
       - 1. the name of the proposed sub-contractor;
         2. a statement of the work to be carried out;
         3. a statement of whether any Secret Matter or Sensitive Information will be disclosed to the sub-contractor;
         4. a statement of whether the sub-contractor is located in another country; and
         5. any other details known to the Contractor which the SSRO shall reasonably require.
    4. Where the Contractor assigns or sub-contracts the whole or any part of the Contract without the consent referred to in clause 16.2 (without limitation whether or not due to company take-over by asset or share sale) the SSRO may terminate the Contract forthwith.
    5. If consent is granted by the SSRO for the Contractor to sub-contract, any services, goods, or other supplies or works will remain the responsibility of the Contractor.
    6. Notwithstanding any sub-contract permitted under this clause, the Contractor shall remain responsible for providing the Services as if there had been no sub-contract and shall be responsible for the acts, defaults or neglect of any subcontractor, their employees or agents in all respect as if they were the acts, defaults or neglect of the Contractor.
    7. If so required by the SSRO any sub-contract shall be subject to the provision of collateral warranties, the form of which shall be subject to approval by the Client Officer.
    8. The Contractor undertakes to procure and agrees that it shall be a term of any sub-contract to which clause 16.7 refers that:
       - 1. the employment of the sub-contractor under the sub-contract shall terminate immediately upon the termination of (for whatsoever reason) the Contract; and
         2. the subcontractor’s services are being provided for the benefit of the SSRO and accordingly, unless the sub-contractor shall have provided a warranty to the SSRO in a form approved by the Client Officer, the SSRO shall be entitled to enforce the terms of the subcontract against the sub-contractor pursuant to section 1 of the Contracts (Rights of Third Parties) Act 1999.

## Force Majeure

* + 1. Neither party shall be liable to the other party for any failure to perform its obligations under the Contract where such failure to perform is due to circumstances beyond the reasonable control of the party who has failed to perform.
    2. Where the Contractor seeks to rely on clause 17.1 the SSRO shall not be liable to pay for the Services for the period during which the Contractor is seeking to rely on clause 17.1.

## Health and Safety

* + 1. The Contractor shall ensure that its personnel and any sub-Contractor and any other person acting on behalf of the Contractor complies with all legislation and governmental guidance (including in respect of Coronavirus (COVID-19)) in relation to the safety and health of its employees, of sub-contractors, of any other persons in or near the place where the Services are to be performed.
    2. Notwithstanding the generality of clause 18.1 the Contractor shall comply with:
       - 1. all legislation relating to health and safety at work;
         2. all specific requirements relating to health and safety contained in the Contract; and
         3. any reasonable instructions the SSRO may give to the Contractor in relation to health and safety.

## Freedom of Information

* + 1. The Contractor agrees to use all reasonable endeavours, at the Contractor’s expense, to assist the SSRO to comply with its legal obligations to disclose information, including under the Freedom of Information Act 2000 and the Data Protection Act 2018.
    2. The Contractor acknowledges that the SSRO may be obliged by law to disclose Information, either:
       - 1. without consulting the Contractor; or
         2. contrary to the views of the Contractor.
    3. The Contractor acknowledges that Confidential Information is indicative only and that the SSRO may be obliged by law to disclose Confidential Information.

## Confidentiality

* + 1. Subject to paragraphs 20.5 to 20.6 the Contractor shall:
       - 1. treat in confidence all Information it receives from the SSRO;
         2. not disclose any of that Information to any third party without the prior written consent of the SSRO, which consent shall not unreasonably be withheld;
         3. shall not use any of that Information otherwise than for the purpose of this Contract; and
         4. shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under this Contract.
    2. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the SSRO under or in connection with this Contract:
       - 1. is disclosed to its employees and Sub-Contractors, only to the extent necessary for the performance of this Contract; and
         2. is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for the SSRO under this Contract or any Sub-Contract under it.
    3. Subject to paragraphs 20.5 to 20.7, the SSRO shall:
       - 1. treat all Contractor’s Confidential Information as confidential and safeguard it accordingly;
         2. not disclose any Contractor’s Confidential Information without the prior written consent of the Contractor; and
         3. not use any Contractor’s Confidential Information otherwise than for the purpose of or in connection with the Contract.
    4. Each Party shall ensure that its employees are aware of the arrangements for discharging the obligations at paragraphs 20.1 to 20.3, as applicable, in relation to their receipt and use of Information and take such steps as may be reasonably practical to enforce such arrangements.
    5. Paragraphs 20.1 to 20.4 inclusive shall not apply to any Information to the extent that either Party:
       - 1. has the right to use or disclose the Information in accordance with other provisions of this Contract; or
         2. can show:

## that the Information was or has become published or publicly available for use otherwise than in breach of any provision of this Contract or any other agreement between the Parties;

## that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with this Contract;

## that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is itself under no obligation restricting its disclosure; or

## from its records that the same information was derived independently of that received under or in connection with this Contract,

## provided no other Information is revealed.

* + 1. Neither Party shall be in breach of paragraphs 20.1 to 20.4 where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, regulatory, professional body, judicial or parliamentary obligation or was made to professional advisers and insurers insofar as such disclosure is required to protect the professional position of the Party. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and required to respect the confidentiality of the Information. Such disclosure shall in no way diminish the obligations of the Parties under paragraphs 20.1 to 20.4.
    2. The SSRO shall not be in breach of this Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with a legal requirement, including the Freedom of Information Act 2000 (the ‘FOIA’) and the Environmental Information Regulations 2004 (the ‘EIR’). The SSRO may in its discretion consult the Contractor where the SSRO is considering the disclosure of Information under the FOIA or the EIR. The Contractor acknowledges and accepts that any representations on disclosure made during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the FOIA or the EIR is a matter in which the SSRO shall exercise its own discretion, subject always to the provisions of the FOIA or the EIR.

## Publicity

* + 1. The Contractor shall not, and shall procure that any member of the Contractor’s employees, agents and or subcontractors shall not, communicate with, or provide information to any representatives of the press, television, radio or other media on any matter concerning or arising out of the Contract without the prior written approval of the SSRO.
    2. Prior to giving its consent referred to in clause 21.1 the SSRO may require the inclusion of material into the release to represent the SSRO’s views.
    3. In any event the Contractor shall not publish any release to the media which is detrimental to the SSRO’s reputation.
    4. Either Party may make a public statement or announcement concerning the completion of the Contract if required by law.
    5. Subject to clause 20, the SSRO reserves the right to publish or disseminate information about the Contract as it may deem appropriate from time to time in order to raise the profile and awareness surrounding the Contract.

## Data Protection

* + 1. The Contractor shall comply with Schedule 1, which sets out the requirements for data protection.

## Not used

## Fraud

* + 1. The Contractor will use all reasonable endeavours and have reasonable business structures in place to safeguard against fraud and misapplication of funds in connection with this or any other agreement with the SSRO.
    2. The Contractor will notify the SSRO immediately on discovering any instance of suspected fraud or financial irregularity in connection with the performance of the Contract.
    3. If, in the reasonable opinion of the SSRO, the Contractor or any of its employees, officers, subcontractors or agents has committed or is committing fraud or is otherwise bringing the SSRO into disrepute, the SSRO shall give notice of its intention to terminate the Contract in writing. The Contractor shall have 14 days to respond in writing. If the Contractor either fails to respond within the 14 days or cannot reasonably substantiate what appears to be fraudulent or irregular financial activity then the SSRO may terminate the Contract forthwith.

## Prevention of Bribery and Corruption

* + 1. The SSRO shall be entitled in any of the circumstances set out in clauses 25.2 to 25.5 below to terminate the Contract forthwith and recover from the Contractor the amount of any loss resulting from such termination and damage to the SSRO’s reputation.
    2. The first set of circumstances are where the Contractor has:
       - 1. offered or given a financial or other advantage to any person as an inducement or reward to them to perform improperly a public function or business activity or knowing or believing the acceptance in itself would constitute improper performance; or
         2. requested or accepted an advantage or reward;

intending personally or through another to perform improperly a public function or business activity, or

when the request or acceptance would constitute improper performance of a public function or business activity, or

showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the SSRO; or

* + - * 1. improperly performed such a function or activity in anticipation of receiving such an advantage.
    1. The second set of circumstances are where the acts referred to in clauses 25.2(a) to 25.2(c) have been done by any person employed by the Contractor or acting on the Contractor’s behalf (whether or not the acts were performed with or without the knowledge of the Contractor).
    2. The third set of circumstances are where an associated person (including an employee, agent or subsidiary providing services for the organisation) bribes another person:
       - 1. to obtain or retain business for the organisation; or
         2. to obtain or retain an advantage in the conduct of business for the organisation.
    3. The fourth set of circumstances are where in relation to the Contract or any other agreement with the SSRO the Contractor shall have or any person employed by it or acting on its behalf shall have committed any offence under the Bribery Act 2010.

## Third Party Rights

* + 1. The SSRO will not bring any claim in respect of any loss against any Employees save in so far as that claim arises out of the fraud of that person. This will not limit or exclude the liability of the Contractor for the acts or omissions of the Employees. Save for this provision, nothing in the Contract shall entitle any person who is not a party to the Contract to enforce any rights or obligations under the Contract in reliance on the Contracts (Rights of Third Parties) Act 1999.

## Equality and Diversity

* + 1. The Contractor shall ensure that it complies with all applicable statutory obligations arising under the Equality Act 2010, including without limitation those concerning non-discrimination in relation to:
       - 1. the running of the Contractor’s business;
         2. the performance of the Contract;
    2. Without prejudice to the generality of the foregoing, the Contractor will comply with the Equality Act 2010, the Human Rights Act 1998 and all other anti-discrimination legislation from time to time in force including all relevant regulations and statutory codes of practice.
    3. The Contractor shall comply with any request for information by the SSRO in order that the SSRO is able to discharge its obligations under the Equality Act 2010, the Human Rights Act 1998 and all other anti-discrimination legislation.

## Law and Jurisdiction

* + 1. The Contract shall be subject to the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

## Waiver and cumulative remedies

* + 1. A waiver of any right under the Contract is only effective if it is in writing.
    2. The failure or delay by the SSRO to exercise any rights or remedies under the Contract shall not be deemed to be a waiver of any right of the SSRO under the Contract.
    3. Where the SSRO has expressly waived its rights under the Contract in respect of any occurrence such waiver shall not be deemed to be effective in respect of any subsequent occurrence.

## Conflict of Interest

* + 1. The Contractor acknowledges that the avoidance of conflicts of interest is critical to the SSRO. The Contractor shall at all times comply with this clause 30 (and in the event of a conflict or incompatibility between this clause and any policy of the Contractor, this clause 30 shall apply).
    2. During the Contract Period the Contractor shall at all times act in the best interests of the SSRO and shall at no time subordinate or otherwise undermine the SSRO’s interests to the advantage of its own interests or those of any third party.
    3. The Contractor shall immediately notify the Client Officer upon becoming aware of a Conflict of Interest and shall provide written notice to the SSRO within one Working Day of becoming aware of the Conflict of Interest.
    4. A notification given under clause 30.3 must contain, as a minimum, the following information:

the identity of the third party, including any individuals;

the nature of the relationship;

any representations made by the Contractor or the third party;

a detailed account of how the Contractor proposes to mitigate the risk and impact of the Conflict of Interest on the SSRO.

* + 1. The Contractor shall take all necessary measures to remove or avoid any Conflict of Interest. The Contractor shall provide evidence to the SSRO to demonstrate the measures that it has taken and shall comply with any request for information by the SSRO in relation to a notified Conflict of Interest.
    2. The SSRO shall determine whether any Conflict of Interest prevents the Contractor from acting for the SSRO.
    3. The SSRO may, at its sole discretion, terminate the Contract with immediate effect in the event that it determines that the Contractor is prevented from acting for the SSRO.

## Dispute Resolution

* + 1. If any dispute arises between the Parties to the Contract in connection with or arising out of the Contract, or the performance, validity or enforceability of it (the “Dispute”) the Parties shall follow the procedure set out in this clause.
       - 1. A Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (the “Dispute Notice”), together with relevant supporting documents.
         2. On service of the Dispute Notice, the Client Officer and the Contractor’s Manager shall attempt in good faith to resolve the Dispute.
         3. If the Client Officer and the Contractor’s Manager are for any reason unable to resolve the Dispute within 15 Working Days of service of the Dispute Notice, the Dispute shall be referred to SSRO’s Director of Resources (or in his absence another officer nominated by the SSRO’s Chief Executive) and the Contractor’s equivalent who shall attempt in good faith to resolve it.
         4. If the SSRO’s Director of Resources and the Contractor’s equivalent are for any reason unable to resolve the Dispute within 15 Working Days after the referral under clause 31.1(c), or either Party fails to participate or to continue to participate in the resolution process under clauses 3.1(b) or (c) or the resolution process terminates before the end of the period stated in each case, the Parties may resolve the dispute by other means.
    2. Unless the Contract has been terminated, the Contractor shall continue to perform its obligations in accordance with the Contract and shall give effect forthwith to all reasonable decisions, notices and instructions of the SSRO's Client Officer unless and until the same shall have been revised in any reference or proceeding commenced in accordance with clauses 31.1(b), (c) or (d).
    3. Unless the Contract has been terminated and subject to the Contractor’s compliance with clause 31.2, the SSRO shall continue to make all payments properly due and undisputed to the Contractor in accordance with the Contract pending resolution of a Dispute.

## Notices

* + 1. No formal notice or other communication from one party to the other shall have any validity under the Contract unless made in writing by or on behalf of the party concerned. For the purposes of the Contract “in writing” excludes facsimile.
    2. Any formal notice or other communication which is to be given by either party to the other must be by:
       - 1. hard copy letter format, which shall be given by letter (sent by hand or pre-paid first class post) and it shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or the same Working Day if personally delivered before midday and the next Working Day if delivered after midday; or
         2. email transmission, which for the SSRO shall be sent to the Client Officer’s notified email address and the Director of Resources ([mike.wetherell@ssro.gov.uk](mailto:mike.wetherell@ssro.gov.uk)), and for the Contractor shall be sent to the Contractor’s Manager’s notified email address. Emails shall be deemed to have been given on the same Working Day if sent before midday, and the next Working Day if sent after midday.
    3. In each case the notice must:-
       - 1. refer to the Contract; and
         2. be marked for the attention of the appropriate officer or department as notified to the other party in writing.
    4. Hard copy letter notices shall be sent to the address of the relevant Party stated at the beginning of the Contract or to such address as each Party shall notify the other in writing within 5 (five) Working Days of any change in its address for service.
    5. Any notice served on a non-Working Day shall be deemed to be served on the following Working Day.
    6. Any purported serving of a formal notice or communication in any other manner will be deemed ineffective.

## Variations to these Terms

* + 1. The terms and conditions of the Contract may only be varied by agreement between the Parties in writing.
    2. Where the Parties to the Contract enter into discussions with the intention to agree a variation to the terms of the Contract, the Contract shall remain un-amended and the Contractor’s performance of the Contract shall continue as if the terms were un-amended until such time as any relevant variation has been agreed in writing between the parties.

## Survival

* + 1. On termination or expiry of the Contract, the following clauses shall continue in force: clause 1 (definitions), clause 12 (intellectual property rights), clause 15 (liability and insurance), clause 20 (confidentiality), clause 28 (law and jurisdiction), clause 30 (conflicts of interest), 31 (dispute resolution) and 34 (general matters).
    2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## General matters

* + 1. Except as expressly stated in the Contract, all warranties and conditions, whether express or implied by statute, Common Law or otherwise (including fitness for purpose) are hereby excluded to the extent permitted by law.
    2. The Contract governs the overall relationship of the Contractor and the SSRO with respect to the provision of the Services.
    3. If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
    4. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## Priority of documents

36.1 In the event of ambiguity or inconsistency between the documents incorporated into the Contract, the following order of precedence shall apply:

i. The terms and conditions in the body of the Contract;

ii. Schedule 1: Data Protection

iii. Schedule 2: Specification (including Clarifications)

iv. Schedule 3: Contractor’s Proposal

v. Schedule 4: Invitation to Tender

This Agreement has been executed by the Parties on the date first before written

Executed by

**SINGLE SOURCE REGULATIONS OFFICE**

Under the hands of a

Duly authorised officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by

**[ ]**

For and on behalf of **[ ]**

Director Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# SCHEDULE 1 – Data Protection

## Data Processor and Data Controller

* + 1. The Parties agree that for the purposes of Data Protection Legislation, the SSRO is the Data Controller and the Contractor is the Data Processor.
    2. The Data Processor shall comply with all Data Protection Legislation in connection with the processing of Personal Data, the Services and the exercise and performance of the Contract.
    3. The Data Processor shall not by any act or omission cause the Data Controller (or any other person) to be in breach of any Data Protection Legislation.
    4. The Data Controller shall comply with all Data Protection Legislation in respect of the performance of its obligations under this Contract.

## Instructions and details of processing

* + 1. The only processing that the Data Processor is authorised to do is listed in Annex A to this Schedule 1 by the Data Controller and may not be determined by the Data Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.
    2. The Data Processor shall notify the Data Controller immediately if it considers that any of the Data Controller’s instructions infringe Data Protection Legislation.
    3. The Data Processor 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 Annex A to this Schedule 1, unless the Data Processor is required to do otherwise by Law. If it is so required the Data Processor shall promptly notify the Data Controller before processing the Personal Data unless prohibited by Law; and
         2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Data Controller may reasonably reject. In the event of the Data Controller reasonably rejecting Protective Measures put in place by the Data Processor, the Data Processor must propose alternative Protective Measures to the satisfaction of the Data Controller. Failure to reject shall not amount to approval by the Data Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:

nature of the data to be protected;

harm that might result from the Data Loss Event;

state of technological development; and

cost of implementing any measures;

* + - * 1. ensure that:

the Data Processor’s Employees do not process Personal Data except in accordance with this Contract (and in particular Annex A to this Schedule 1); and

it takes all reasonable steps to ensure the reliability and integrity of any Data Processor’s Employees who have access to the Personal Data and ensure that they:

are aware of and comply with the Data Processor’s duties under this paragraph 2.3;

are subject to appropriate confidentiality undertakings with the Data Processor or any Data Sub-processor;

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 Data Controller or as otherwise permitted by this Contract; and

have undergone adequate training in the use, care, protection and handling of Personal Data;

* + - * 1. not transfer Personal Data outside of the UK unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:

the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or section 74 of the DPA 2018;

the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or section 75 of the DPA 2018) as determined by the Data Controller;

the Data Subject has enforceable rights and effective remedies;

the Data Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Controller in meeting its obligations); and

the Data Processor complies with any reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;

* + - * 1. at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination or expiry of the Contract (whichever occurs first) unless the Data Processor is required by Law to retain the Personal Data;

## Technical and organisational measures

* + 1. The Data Processor shall provide all reasonable assistance to the Data Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Data Controller, 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 Data Processor shall ensure that access to Personal Data is limited to the authorised persons who need access to it to supply the Services.

## Assistance with the SSRO’s compliance and Data Subject rights

* + 1. Subject to paragraph 4.2, the Data Processor shall notify the Data Controller immediately if it:
       - 1. receives a Data Subject Request (or purported Data Subject Request);
         2. receives a request to rectify, block or erase any Personal Data;
         3. receives any other request, complain or communication relating to either Party’s obligations under 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 Data Processor’s obligation to notify under paragraph 4.1 shall include the provision of further information to the Data Controller, as details become available.
    3. Taking into account the nature of the processing, the Data Processor shall provide the Data Controller with full assistance in relation to either Party’s obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 4.1 (and insofar as possible within the timescales required by the Data Controller) including but not limited to promptly providing:
       - 1. the Data Controller with full details and copies of the complaint, communication or request;
         2. such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation;
         3. the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
         4. assistance as requested by the Data Controller following any Data Loss Event; and
         5. assistance as requested by the Data Controller with respect to any request from the Information Commissioner’s Office, or any consultation by the Data Controller with the Information Commissioner’s Office.

**Information, records, audit arrangements and the Data Protection Officer**

* + 1. The Data Processor shall maintain complete and accurate records and information to demonstrate its compliance with paragraph 4. This requirement does not apply where the Data Processor employs fewer than 250 Employees, unless:
       - 1. the Data Controller determines that the processing is not occasional;
         2. the Data Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
         3. the Data Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
    2. The Data Processor shall allow for audits of its Data Processing activity by the Data Controller or the Data Controller’s designated auditor.
    3. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

**Data Sub-processing**

* + 1. Before allowing any Data Sub-processor to process any Personal Data related to this Contract, the Data Processor must:
       - 1. notify the Data Controller in writing of the intended Data Sub-processor and processing;
         2. obtain the written consent of the Data Controller;
         3. enter into a written agreement with the Data Sub-processor which gives effect to the terms set out in this Schedule 1 such that they apply to the Data Sub-processor; and
         4. provide the Data Controller with such information regarding the Data Sub-processor as the Data Controller may reasonably require.
    2. The Processor shall remain fully liable for all acts or omissions of any of its Data Sub-processors.

**Information Commissioner Office guidance**

* + 1. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Data Controller may upon giving not less than 30 working days’ notice to the Data Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

## Deletion or return of Personal Data and copies

* + 1. 5.1 The Data Processor shall (and shall ensure that all persons acting on its behalf, including any Data Sub-processor, and any Employee shall) without delay (and in any event within three days), at the Data Controller’s written direction, either securely delete (to the extent that it is technologically able to do so) or securely return all the Personal Data to the Data Controller in such form as the Data Controller reasonably requests on termination or expiry of the Contract (whichever occurs first) unless the Data Processor is required by Law to retain the Personal Data.

1. Rights and remedies
   * 1. Unless otherwise expressly stated in this Contract:
        + 1. the Data Processor’s obligations and the Data Controller’s rights and remedies under this Schedule are cumulative with, and additional to, any other provisions of this Contract; and
          2. nothing in this Contract relieves the Data Processor of any responsibilities or liabilities under any Data Protection Legislation.

**ANNEX A – Schedule of Processing, Personal Data and Data Subjects**

This Annex shall be completed by the Data Controller, who may take account of the view of the Data Processor. However, the final decision as to the content of this Annex shall be with the Data Controller at its absolute discretion.

The contact details of the Data Controller’s Data Protection Officer are: Mike Wetherell, Director of Corporate Resources, SSRO, Finlaison House, G51/G52 100 Parliament Street, London SW1A 2BQ, [mike.wetherell@ssro.gov.uk](mailto:mike.wetherell@ssro.gov.uk).

The contact details of the Data Processor’s Data Protection Officer are: [ ]

The Data Processor shall comply with any further written instructions with respect to processing by the Data Controller.

Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description** | **Details** |
| **Identify of the Data Controller and Data Processor** | The Parties acknowledge that for the purposes of Data Protection Legislation, the SSRO is the Data Controller and the Contractor is the Data Processor in accordance with paragraph 1.1 of Schedule 1. |
| **Subject matter of the processing** | The processing is needed in order to ensure that the Data Processor can effectively deliver the Services under the Contract. |
| **Duration of the processing** | For the Contract Period, or as otherwise required by law. |
| **Nature and purposes of the processing** | This may involve the processing of Personal Data by the Data Processor on behalf of the Data Controller as part of the provision of the Services, including Personal Data relating to those Categories of Data Subject listed below. |
| **Types of Personal Data** | Name, job title, email address, telephone number |
| **Categories of Data Subject** | Stakeholders with whom the Data Controller deals in the course of delivering its activities, including representatives from the defence industry and the Ministry of Defence. |
| **International transfers and legal gateway** | Personal Data may only be stored or accessed from the UK.  The Processor shall not transfer Personal Data outside of the UK, or access Personal Data from outside of the UK, unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:  the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;  the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;  the Data Subject has enforceable rights and effective legal remedies;  the Processor complies with its obligations under Data Protection Legislation by providing an appropriate 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  the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data. |
| **Plan for return and destruction of the data once the processing is complete** | The Data Processor shall (and shall ensure that all persons acting on its behalf, including any Data Sub-processor, and any Employee shall) without delay (and in any event within three days), at the Data Controller’s written direction, either securely delete (to the extent that it is technologically able to do so) or securely return all the Personal Data to the Data Controller in such form as the Data Controller reasonably requests on termination or expiry of the Contract (whichever occurs first) unless the Data Processor is required by Law to retain the Personal Data. |

# SCHEDULE 2 – Specification and Clarifications

[To be inserted before signature]

# SCHEDULE 3 – Contractor’s Proposal

[To be inserted before signature]

# SCHEDULE 4 – Invitation to Tender

[To be inserted before signature]