

AGREEMENT FOR THE SUPPLY OF ONLINE IT TRAINING SERVICES

AWARD LETTER

For the attention of:	
Supplier name:	IT Training Zone Ltd, T/A ITSM Zone
Registered company number:	6332305
Supplier address:	Triune Court, Monks Cross Drive, Huntingdon, York, YO32 9GZ
By email to email address:	
Your reference:	
Our reference:	C35326
Award of agreement for the supply of:	Online IT Training Services
Customer:	Health and Social Care Information Centre (known as NHS Digital) of 7 & 8 Wellington Place, Leeds, LS1 4AP

Following evaluation of the tender/proposal submitted by you for the supply of Services to the Health and Social Care Information Centre (known as NHS Digital), we are pleased to confirm that we wish to award this contract to you.

This Award Letter and its Annex(es) set out the terms of the Agreement between the Health and Social Care Information Centre (known as NHS Digital) as the 'Customer' and the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter, the Conditions and the Annexes the following order of precedence shall apply:

- 1) Award Letter;
- 2) Conditions;
- 3) Annex 5;
- 4) Annex 2;
- 5) Annex 3; and
- 6) Annex 4.

Please do not attempt to attach any Supplier terms and conditions or amend this Agreement as these will not be accepted by the Customer and may delay processing of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at:

Address:	Online Platform
Contact telephone number:	

- 2) The Specification and Charges for the Services to be Delivered shall be as set out in Annexes 2 and 3 respectively.

- 3) The Term shall be the period from the start date to the Expiry Date as follows, and the following Extension Period(s) shall be applicable:

Start date	08.10.2021
Expiry Date	07.10.2023
Extension Period(s)	1 x 12 months

- 4) The details and addresses for communications and service of notices on the Parties are:

Customer	Health and Social Care Information Centre (known as NHS Digital)
Named contact	
Title	
Address	7 & 8 Wellington Place, Leeds, LS1 4AP
Email address	NHSDcommercial@nhs.net
Supplier	IT Training Zone Ltd, T/A ITSM Zone
Named contact	
Title	
Address	Triune Court, Monks Cross Drive, Huntingdon, York, YO32 9GZ
Email address	

- 5) The following persons are Key Personnel for the purposes of the Agreement:

Name	Title

- 6) Processing of Personal Data by the Supplier for and on behalf of the Customer is occurring pursuant to this Agreement:

Yes

In the event that the answer is yes, or if this becomes the case during the term of this Agreement, the Parties shall complete the table below and clauses 12.1 to 12.16 shall apply in respect of such Processing.

The table below sets out the agreed description of the Processing being undertaken in connection with the exercise of the Parties' rights and obligations under the Agreement. The Supplier shall comply with any further written instructions with respect to Processing given by the Customer and any such further instructions shall be incorporated into this table:

Description	Details
Identity of each Independent Controller	<p>The Parties acknowledge that for the purposes of the Data Protection Laws, the Customer and the Supplier are each Independent Controllers in accordance with clause 12.</p> <p>NHS Digital is an Independent Controller. The legal basis for the processing and sharing of the data is for access to various training courses i.e. signing up to the training platform necessary for the performance of a contract to which the data subject is party and for legitimate interest.</p> <p>ITSM Zone is an independent controller. The legal basis for this processing is for accessing the various training courses i.e. signing up to the training platform necessary for the performance of a contract to which the data subject is party and for legitimate interest.</p> <p>The parties have jointly agreed the wording of the consent model and methodology as it relates to processing (collection, analysis or disclosure) of personal data.</p>
Subject matter of the Data to be shared with NHS Digital	Data is provided by NHS Digital staff. Staff will access the platform via an intranet link or a link in an email. Users will use their work email and/or name to set up or login to their account. ITSM Zone will be receiving data to enable it process the access to the training platform for the required courses, the data is personal only; no special category data is collected.
Duration of the Processing	<p>Commence Processing the Personal Data from the Start Date: 08.10.2021 as required in order to provide the Services.</p> <p>Unless expressly agreed otherwise, cease Processing the Personal Data immediately upon the termination or expiry of the Agreement; 07.10.2024 or, if sooner, the Service to which it relates.</p>
Nature and purposes of Processing	<p>Data is provided by NHS Digital staff. Staff will access the platform via an intranet link or a link in an email. Users will use their work email and/or name to set up or login to their account. The data is processed and held by the supplier. Data is personal only; no special category data is collected.</p> <p>Data subjects are workers at NHS Digital. No vulnerable groups are included.</p> <p>Data subjects are either required to participate as part of their contract of employment or have requested access to the training platform. There are no concerns about security flaws.</p>
Type of Personal Data being Processed	Name, Email Address, Online Identifier e.g. IP Address and Website Cookies
Categories of Data Subjects	Data subjects are workers at NHS Digital. No vulnerable groups are included.

	Data subjects are either required to participate as part of their contract of employment or have requested access to the training platform.
Detail of what happens to the Data upon expiry or termination	ITSM Zone will delete or return any NHS Digital data on request or at the termination/expiration of the agreement between the two parties. However, ITSM Zone will retain Official exam results for a period of 7 years.
Plan for return of the data once the Processing is complete unless requirement under union or member state law to preserve that type of data	ITSM Zone will delete or return any NHS Digital data on request or at the termination/expiration of the agreement between the two parties. However, ITSM Zone will retain Official exam results for a period of 7 years.
NHS Digital Data Protection Officer	<p><i>NHS Digital:</i> Nhsdigital.dpo@nhs.net Address: 7-8 Wellington Place, Leeds, West Yorkshire, LS1 4AP Name: [REDACTED]</p> <p><i>ITSM Zone:</i> Support@itsm.zone Address: Triune Court, Monks Cross Drive, York YO32 9GZ, Unit Name: [REDACTED]</p>
Data Protection Officer of Supplier	<p>[REDACTED] Email: [REDACTED]</p>
Organisation Location of data	<p><i>Organisation name:</i> NHS Digital <i>Process Location:</i> United Kingdom <i>Storage Location:</i> United Kingdom</p> <p><i>Organisation name:</i> ITSM zone <i>Processing Location:</i> Malta, Skopje the Capital of North Macedonia and United Kingdom <i>Storage Location:</i> Malta, Skopje the Capital of North Macedonia and United Kingdom</p>

- 7) The Liability Cap shall be [a sum equal to 125% of the Charges paid or payable under the Agreement to the Supplier]
- 8) For the purposes of the Agreement the following Customer policies apply:

Staff Vetting Procedures
Data security requirements

Equality and diversity policy
Environmental policy
CSR Policies

- 9) The Supplier shall be required to ensure that any person potentially to be employed in the supply of the Services has undertaken a Disclosure and Barring Service check:

No

If 'Yes' the Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Agreement, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a **"Relevant Conviction"**), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the supply of the Services.

- 10) The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the purchase order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Customer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at financialaccounts@nhs.net.

Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

Please execute and return to NHS Digital a copy of this Agreement within 7 days of receipt. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this Agreement.

Please direct all queries to the Customer contact. We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Services.

The individuals set out below shall execute this Agreement, on behalf of the Customer and the Supplier, either using a manuscript signature or an electronic signature. A manuscript signature shall be placed in the execution block below, an electronic signature shall be evidenced in an execution block to be attached as the final page of this Agreement:

Name of individual signing:		
Title:		
Email:		
Signatories	Supplier Signature	Buyer Signature
Signature		
Date	Date: 11/10/2021	Date: 12 October 2021

Annex 1 Part A: Terms and Conditions of Agreement for Services

1. Interpretation

1.1. In these terms and conditions:

Agreement	means the contract between (i) the Customer and (ii) the Supplier comprising the Award Letter, these Conditions and Annexes 2 and 3;
Award Letter	means the letter from the Customer to the Supplier printed above this Annex 1 (Terms and Conditions of Agreement for Services);
Background IP	means any Intellectual Property Rights owned by or licensed to a Party that are not Foreground IP;
Central Government Body	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">a) Government Department;b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c) Non-Ministerial Department; ord) Executive Agency; and <p>to the extent not included in the above, the Department for Health and Social Care, NHS England and NHSX;</p>
Charges	means the charges for the Services as specified in the Award Letter and set out in Annex 3;
Conditions	means as defined in the Award Letter;
Contracting Authority	means as defined in the Public Contracts Regulations 2015;
Confidential Information	<p>means any and all information of a technical, commercial, financial or sensitive nature (including without limitation data, know-how, formulae, processes, designs, photographs, audio or videotape, CD ROMs, drawings, specifications, samples, programmes, materials, records, business plans, consumer research, analysis or experience) in whatever medium which is disclosed by or on behalf of either Party ("Discloser") to the other Party or to any person on behalf of that other Party ("Recipient") orally, pictorially, electronically, in writing, by demonstration, by viewing in machine readable form, or by any other means. For the avoidance of doubt the Supplier's "Confidential Information" shall include information of a commercial, financial or sensitive nature that is disclosed, marked or stated to be 'confidential' by the Supplier or on the Supplier's behalf to the Customer or to any person on the Customer's behalf as part of the Supplier's involvement in the delivery of the Services. Customer "Confidential Information" shall include the information set out within any documents issued by the Customer or on the Customer's behalf and marked or stated to be 'confidential', known by the Recipient to be confidential, or which ought reasonably to be considered by the Recipient to be confidential (including any data referred or attached thereto). Confidential Information shall not include information that: (i) was known by</p>

	the Recipient without restriction as to use or disclosure prior to receiving such information from the Discloser; (ii) has become generally known or available to the public through no act or omission on the part of the Recipient; (iii) is rightfully acquired by the Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the Recipient without use of the Confidential Information of the Discloser;
Control	means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
Controller or Data Controller	has the meaning given to it in the Data Protection Laws;
CSR Policies	means the Customer's policies, including, without limitation, anti-bribery and corruption, health and safety, modern slavery, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Customer from time to time, and "CSR Policy" shall mean any one of them;
CSR Laws	means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;
Customer	means the Health and Social Care Information Centre (known as NHS Digital);
Customer 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, including any Customer Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Customer; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or iii) any Personal Data for which the Customer is the Controller;
Data Protection Laws	means (i) the UK GDPR, the LED and any applicable Laws implementing them as amended from time to time and any data protection laws substantially amending, replacing or superseding the GDPR following the United Kingdom's exit from the European Union, or, and to the extent applicable, the data protection or privacy laws of any country, (ii) the DPA 2018 (iii) all applicable Law concerning privacy, confidentiality or the Processing of Personal Data including, but not limited to, the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

Data Protection Impact Assessment	an assessment by the Customer of the impact of the envisaged processing on the protection of Personal Data;
Data Protection Officer	shall take the meaning given in the UK GDPR as supplemented by the DPA 2018;
Data Subject	has the meaning given to it in the Data Protection Laws;
Data Subject Access Request	means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Laws to access his or her Personal Data;
Deliverables	means anything, including any and all works or materials, created or developed by or on behalf of the Supplier pursuant to the terms of this Agreement or otherwise arising out of or in connection with the provision of the Services;
Dispute Notice	means as defined in clause 20.1;
DPA 2018	means the Data Protection Act 2018;
DSP Toolkit	means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from https://www.dsptoolkit.nhs.uk/ , as may be amended or replaced by the Customer or the Department of Health and Social Care from time to time;
EIRs	means the Environmental Information Regulations 2004 (SI 2004/3391);
Expiry Date	means the date for expiry of the Agreement as set out in the Award Letter;
Extension Period	means the period, if any, as specified in the Award Letter, by which the Term may be extended by the Customer (not to exceed 12 months in total);
FOIA	means the Freedom of Information Act 2000;
Force Majeure Event	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding for the avoidance of doubt i) any industrial dispute relating to the Supplier or Supplier Staff or any other failure in the Supplier's or a Sub-contractor's supply chain; ii) an epidemic or pandemic and iii) the withdrawal of the United Kingdom from the European Union and any related circumstances, events, changes or requirements;
Foreground IP	means any Intellectual Property Rights in the Deliverables;
Good Industry Practice	shall mean in relation to any undertaking and any circumstances and in particular the provision of services to UK Government bodies or organisation of similar standing, the exercise of that degree of professionalism, skill, diligence, prudence, care,

	efficiency, timeliness, judgement and foresight which would reasonably and ordinarily be expected from a leading and expert internationally recognised company engaged in the same type of activity under the same or similar circumstance seeking to comply with its contractual obligations in full and complying with applicable Laws;
Information	has the meaning given under section 84 of the FOIA;
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
Key Personnel	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
Laws	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply. For the avoidance of doubt, this shall include any Laws arising out of or in connection with any withdrawal of the United Kingdom from the European Union;
LED	means the Law Enforcement Directive (Directive (EU) 2016/680) as implemented in the UK by Part 3 of the DPA 2018;
Liability Cap	means the aggregate liability of the Supplier which shall not exceed the greater of: i) a sum equal to 125% of the Charges paid or payable under the Agreement to the Supplier; or ii) the value specified in the Award Letter;
NIS Regulations	means The Network and Information Systems Regulations 2018 and any guidelines, guidance notes, codes of practice and codes of conduct issued from time to time by a competent authority;
Party	means the Supplier or the Customer (as appropriate) and "Parties" shall mean both of them;
Personal Data	has the meaning given to it in the Data Protection Laws, and applies to Personal Data which is Processed by the Supplier or any Sub-contractor on behalf of the Customer or a Central Government Body pursuant to or in connection with this Agreement;
Personal Data Breach	means 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;
Process	has the meaning given to it in the Data Protection Laws, and "Processed" and "Processing" shall be construed accordingly;