

Contract for Service

This agreement is made the XX day of Month 20XX

BETWEEN

The Professional Standards Authority for Health and Social Care (The Authority) of 16-18, New Bridge Street, London, EC4V 6AG

2 – (“the service provider”)

1. Definitions and interpretation

1.1 “Data Protection Legislation” includes the following:

- The Data Protection Act 1998
- The Data Protection Act 2018
- Directive 95/46/ EC on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data
- The Regulation of Investigatory Powers Act 2000
- The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699)
- Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector;
- The Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426)
- The General Data Protection Regulations 2016 (GDPR)
- Any associated legislation to supplement the GDPR; and
- All applicable laws and regulations relating to processing Personal Data and privacy including the guidance and codes of practice issued by the Information Commissioner, where applicable
- “Data Loss Event” means Data Loss Event means any event that results, or may result in unauthorised access to Personal Data held by the Service Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement including any personal data breach
- “Data Protection Impact Assessment” means an assessment by the Data Controller of the impact of the envisaged processing on protection of Personal Data
- “Data Processor” shall have the same meaning as within the Data Protection Legislation

- “Data Subject” shall have the same meaning as within the Data Protection Legislation
- “Data Subject Access Request” means a request made by or on behalf of a Data Subject in accordance with the rights granted pursuant to the Data Protection Legislation to access their Personal Data
- “Effective Date” means XXXXXX
- “Indemnified Parties” means any directors, officers, employees, agents and representatives of the Authority
- “Losses” means any liabilities, losses and damage (whether direct, indirect or consequential), claims, actions, demands, costs, charges and expenses of any nature whatsoever, including any legal fees or other costs incurred by the Authority in enforcing its rights under this Agreement
- “Personal Data” shall have the same meaning as within the Data Protection Legislation
- “Personnel” means the personnel specified in Schedule 1
- “Personnel Undertaking” means an undertaking in the form set out in Schedule 3
- “Protective Measures” means 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
- “Services” means the services to be provided by the Service provider to the Authority as set out in Schedule 1
- Words importing the singular shall include the plural and vice versa
- Words importing the feminine gender shall include the masculine gender and vice versa
- References to Clauses are references to Clauses of this Agreement and references to Sub-Clauses are references to Sub-Clauses of the Clause in which the reference appears.

1.1 The Schedules shall form part of this Agreement.

2. The engagement

2.1 The Authority engages the Service provider to provide the Authority with the Services subject to the terms of this Agreement with effect from the **Effective Date**.

3. Duration

- 3.1 This Agreement shall continue from the Effective Date for [duration] when the time contracted for will be reviewed or until terminated by either party giving to the other not less than one month's notice in writing or until terminated in accordance with Clause 12.

4. Charges

- 4.1 The Authority shall pay the Service provider in pounds sterling at the rate of XXXXX for the Services in accordance with the invoicing procedure set out in Schedule 2.
- 4.2 Any sum payable under this Agreement, unless otherwise stated, is exclusive of VAT and any VAT payable in connection with such sum shall be payable in addition to such sum.
- 4.3 The Service provider shall be responsible for the payment of any tax in respect of the sums payable under this Clause 4 and all other payments made and benefits allowed under this Agreement and the Service provider shall indemnify the Authority and keep the Authority indemnified on a continuing basis against any claim or demand which is made against the Authority in respect of any liability of the Authority to deduct an amount of tax or an amount in respect of tax from the payments made and benefits provided under this Agreement, including without limitation any relevant interest, costs or penalties imposed and any claim or demand made in respect of United Kingdom income tax or National Insurance Contributions.

5. Expenses

- 5.1 The Service provider shall be responsible for the initial cost of all travelling, hotel and out of pocket expenses incurred in the performance of the Services by the Service provider. The Authority will reimburse the Service provider the cost of any such expenses to the extent allowed for by the Authority's staff expenses policy which is in force from time to time and at the Staff rate stipulated in that policy provided that all expenses are agreed in advance in accordance with Schedule 2 of this Agreement.

6. Service provider's status

- 6.1 The Service provider agrees that they are acting in the performance of this Agreement as an independent contractor.
- 6.2 The Service provider is not an employee of the Authority and that they are not entitled to any of the Authority's employee benefits (e.g. membership of the pension scheme).
- 6.3 The Service provider shall determine matters such as the holidays and working hours of the Personnel, taking into account the Authority's business requirements.

7. Discoveries and improvements

- 7.1 If during the term of this Agreement an employee of the Service provider makes or creates, either individually or in conjunction with any other person(s), a concept, design, discovery, idea, invention, method, report or other work either in the course of performing his or her obligations under this Agreement or relating to or capable of being used in those aspects of the businesses of the Authority upon which he or she is engaged ("Work"), the Service provider shall, and shall procure that each of its employees shall, promptly disclose full details of the Work to the Authority and all rights in the Work shall belong to the Authority or its nominee.
- 7.2 The Service provider shall not (except as provided in this clause or as may be necessary in the course of his or her duties for the Authority) disclose or make use of any Work without the Authority's prior written consent.

8. Intellectual property rights indemnity

- 8.1 The Service provider shall indemnify the Authority and the Indemnified Parties against any Losses incurred or suffered by the Indemnified Parties arising out of any dispute or contractual, tortious or other claims or proceedings brought against the Indemnified Parties by a third party alleging that the supply or use of the Services or the supply, use or possession of any deliverable under this Agreement infringes its intellectual property rights, moral rights or contractual rights.
- 8.2 The Service provider shall immediately notify the Authority if any claim or demand is made or action brought against the service provider for infringements or alleged infringements or any intellectual property rights which may affect the Services or the supply, use or possession of any deliverable under this Agreement.
- 8.3 The Authority, may at its own expense, assist in any relevant defence under Clause 8.1 if it so chooses, provided that the service shall control such defence and all negotiations regarding the settlement of any such claims.

9. Confidentiality

- 9.1 The Service provider acknowledges that it may, in the course of performing its obligations under this Agreement, develop or acquire information proprietary or confidential to the Authority or its personnel or its clients or to any third party to whom the Authority owes a duty of confidentiality.
- 9.2 Any such information, including information comprised in or relating to the Services, not in the public domain shall be deemed to be confidential and proprietary information and such information gained during the term of this Agreement, which includes anecdotal and statistical information shall not be used for the purpose of publishing or disseminating any article, essay or research, including non-pecuniary and academic work.

- 9.3 The Service provider shall hold confidential information in strict confidence and not disclose it to any third party and maintain, at its own expense, a secure security system for all information stored electronically (on disc or otherwise) or as documents, forms or papers and not use confidential information for any purpose whatsoever other than the provision of the Services to the Authority.
- 9.4 Upon termination of this Agreement (or earlier if requested by the Authority), the service provider shall deliver to the Authority all written confidential information, including computer programmes, designs, documents, forms, papers, specifications and other data containing or derived from confidential information and regarding all other confidential information and derivative data, ensure that all such confidential information or data stored in any format or medium (including electronic) inside and outside of the Authority's offices is erased (with the exception of information stored on the Authority's own computer systems), and the Service provider shall if so requested confirm in writing to the Authority that it has complied with this Clause 9.
- 9.5 This Clause 9 shall continue to apply after termination of this Agreement without limit of time, but shall cease to apply to information which may come into the public domain other than by breach of this Clause 9.
- 9.6 Nothing in this Clause 9 shall prevent the Authority, at its sole discretion, from giving the service provider permission to publish or disseminate any article, essay or research, including non-pecuniary and academic. Any consent so to do will be given expressly in writing and, unless otherwise stated, be subject to the Authority giving approval, in writing, for the finished document to be used, and such approval will not be unreasonably withheld.

10. Warranties

- 10.1 The Service provider warrants that:
- It has full capacity and authority and all necessary licences, permits and consents to enter into and perform its obligations under this Agreement
 - It shall ensure that it has the capacity and expertise necessary to provide the Services
 - It shall discharge its obligations under this Agreement with all due skill, care and diligence, including good industry practice
 - It shall abide by the Authority's information security policy at all times (this will be provided separately)
 - It shall provide the Services in the most cost-effective manner consistent with the required level of quality and performance
 - The Services shall be performed in compliance with all applicable law, regulations, codes and other similar instruments
 - That they have the proper skills, training and experience so as to be able to perform the Services in a professional competent manner and that all Services will be so performed in a manner compatible with the Authority's business operations and that such Personnel shall devote such of his or

abilities, attention and time as are necessary for the proper performances of the Services and comply with his or her Personnel Undertakings and provide such equipment as is required to perform the Services.

11. Liability

- 11.1 The Service provider shall indemnify the Authority and the Indemnified Parties against all Losses, howsoever incurred arising from any act or omission of the service provider.

12. Insurance

- 12.1 The Service provider shall during the term of this Agreement and for one year afterwards, at its own cost, effect and maintain in force with reputable insurers the following insurance policies providing for the payment of a sum up to the amount stated for any claim and in accordance with good industry practice to cover the liabilities that may arise under or in connection with this Agreement::
- Public liability insurance policy – limit £10 million
 - Infringement of intellectual property rights – limit £25,000 ; and
 - Professional indemnity insurance – limit £1 million.
- 12.2 The service provider will provide evidence of such insurance policies as listed in Clause 12.1 to the Authority on request.
- 12.3 The Service provider will do nothing to invalidate any such insurance policies as listed in Clause 12.1 or to prejudice the Authority's entitlement under them.

13. Termination for cause

- 13.1 A Party ("Initiating Party") may terminate this Agreement with immediate effect by written notice to the other party ("Breaching Party") on, or at any time after, the occurrence of an event specified in this Clause 13. The events are:
- The Breaching Party committing a serious or irremediable material breach of this Agreement
 - The Breaching Party committing a remediable material breach of a material obligation under this Agreement and failing to remedy the breach within 30 days starting on the day after receipt of written notice from the Initiating Party giving details of the breach and requiring the Breaching Party to remedy the breach and stating that a failure to remedy the breach may give rise to termination under this Clause 13
 - The Breaching Party passing a resolution for its winding up or filing for bankruptcy
 - A court of competent jurisdiction making an order for the Breaching Party's winding up or bankruptcy or the presentation of a petition for the Breaching Party's winding up or bankruptcy which is not dismissed within seven days (other than, in each case for the purposes of solvent amalgamation or

reconstruction and in such manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the Breaching Party's obligations under this Agreement)

- The making of an administration or bankruptcy order in relation to the Breaching Party or the appointment of a receiver over, or an incumbrancer taking possession of or selling an asset of, the Breaching Party
- The Breaching Party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its or its creditors generally.

14. Consequences of termination

- 14.1 Expiry or termination of this Agreement for whatever reason shall not affect the coming into force or the continuance in force of any provision of this Agreement which expressly or by implication is intended to come into or continue in force by or after expiry or termination, including Clauses 4, 7, 8, 9, 10, 11, 12 and this Clause 14.
- 14.2 After service of a notice terminating this Agreement in accordance with its terms, the service provider shall continue to comply with its obligations under this Agreement and it shall not in any way hinder or interrupt the performance of the Services during any period between the date of service of such termination notice and the date of actual termination.
- 14.3 On termination of this Agreement for any reason the service provider may render an invoice in respect of any of the Services performed since the date of the last invoice issued in accordance with Schedule 2 and the Authority will make payment in settlement of such an invoice in accordance with Schedule 2.
- 14.4 The Service provider shall continue for a reasonable period after termination to answer any queries raised by the Authority or its nominee and supply any information required by the Authority in connection with the Services
- 14.5 Termination shall be without prejudice to any rights or remedies either party may have against the other in respect of any prior breach of this Agreement, provided that in no event shall the Authority be liable for any claim for loss of profits or loss of contract in respect of any unexpired term of this Agreement.

15. Assignment and sub-contracting

- 15.1 The Service provider shall not assign, novate, sub-contract, declare a trust of or otherwise dispose of this Agreement or any part of it without the prior written approval of the Authority.

16. Entire agreement

- 16.1 This Agreement is in substitution for all or any prior agreements, deeds or arrangements between the Authority and the service provider. This Agreement forms the entire agreement between the parties and no variation to it shall be valid unless in writing and signed by or on behalf of both parties.

17. Non-solicitation

- 17.1 The Service provider agrees that for the duration of this Agreement and for the period of six months afterwards it will not directly or indirectly, solicit, hire, attempt to hire or entice away from the Authority's employment any of the Authority's employees, (without the Authority's prior written consent) in the case of acts after termination of this Agreement such personal dealings must take place no earlier than twelve months prior to the termination of this Agreement.

18. Notices

- 18.1 Any notice or other communication to be served given or made under this Agreement shall be in writing signed by any director or other duly authorised officer of the Authority or the Service provider as the case may be (and it shall be for the service provider to prove that such officer was not duly authorised either specifically or in the ordinary course of employment), and shall be sufficiently served if left at the address of the recipient set out in this Agreement or such other address as which notices may from time to time be properly given or forwarded to such address by first class post and if served by post shall be deemed to have been served on the second business day after the envelope containing the same, properly addressed and prepaid, was posted.

19. Data protection

- 19.1 The Service provide shall ensure that they and any other person working for or with them and introduced by them to the Authority are aware that the personal data relating to them, whether obtained from them or any other source, may be retained by the Authority for a period consistent with data protection legislation for the purposes of reviewing the person's suitability for any particular assignment as well as for more general management purposes, and that the Authority may retain and use this information irrespective of whether the person is subsequently engaged in the provision of Services to the Authority or not and consents to the treatment of personal data relating to them in that manner.
- 19.2 The Service provider warrants that it has in place and undertakes to maintain at all times appropriate technical and organisational measures to prevent unauthorised or unlawful processing of any personal data of any third party or accidental loss or destruction of or damage to, personal data of any third party.

- 19.3 The Service provider shall not process any personal data of any third party other than as is reasonably required in connection with its provision of the Services in accordance with the terms of this Agreement and shall not transfer any personal data of any third party to any country outside the European Economic Area without the prior written consent of the Authority.
- 19.4 [The Service Provider acknowledges that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Service Provider is the Data Processor. The only processing that the Service Provider is authorised to do is listed in schedule 4 of this Agreement.] [Delete if the service provider is not a data processor]
- 19.5 [The Parties acknowledge that for the purposes of the Data Protection Legislation, both Parties are considered to be Data Controllers. The Service Provider shall only process information which it is authorised to do within schedule 4 of this Agreement.] [Delete if the service provider is not a data processor]
- 19.6 The Service Provider shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 19.7 The Service Provider shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority include:
- A systematic description of the envisaged processing operations and the purpose of the processing
 - An assessment of the necessity and proportionality of the processing operations in relation to the Services
 - An assessment of the rights to the rights and freedoms of Data Subjects; and
 - The measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
- 19.8 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- Process the Personal Data only in accordance with Schedule 5, unless the Service Provider is required to do otherwise by law. If it is so required the Service Provider shall promptly notify the Authority before processing the Personal Data unless prohibited by law
 - Ensure that it has in place appropriate technical and organisational measures which have been reviewed and approved by the Authority as appropriate to protect against any event that results, or may result in unauthorised access to Personal Data held by the Service Provider under this Agreement and / or actual or potential loss and/or destruction of Personal Data in breach of this Agreement including any breach.
- 19.9 Ensure it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:

- Nature of the data to be protected
- Harm that might result from a Data Loss Event
- State of technological development
- Cost of implementing any measures.

19.10 Ensure that:

- The Service Provider's employees do not process Personal Data except in accordance with this Agreement and in particular Schedule 4
- It takes all reasonable steps to ensure the reliability and integrity of any of the Other Party's personnel who have access to the Personal Data and ensure they
- Are aware of and comply with the Other Party's duties under this clause
- Are subject to appropriate confidentiality undertakings with the Other Party or any 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 Authority or as otherwise permitted by this Agreement
- Have undergone adequate training in the use, care, protection and handling of Personal Data.

19.11 Ensure that it takes reasonable steps to ensure the reliability and integrity of any of the Other Party's employees who have access to the Personal Data, and ensure that they are aware of and comply with the Other Party's duties under this clause.] Delete if not contracting with an organisation.

19.12 Not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are met:

- The Authority or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR article 46 or LED article 37) as determined by the Authority
- The Data Subject has enforceable rights and effective legal remedies
- The Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred
- The Service Provider complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of Personal Data.

19.13 If information is being transferred out of the EU at the date of this Agreement, the Service Provider must immediately inform the Authority. The contact details for point of contact at the Authority is
Suzanne.dodds@professionalstandards.org.uk

19.14 The Service Provider shall notify the Authority immediately if:

- It receives a Data Subject Access Request (or purported data subject access request)
 - Receives a request to block or erase any Personal Data
 - Receives any other request complaint or communication relation to either Party's obligations under the Data Protection Legislation
 - Receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation
 - Receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement
 - 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
 - Becomes aware of a Data Loss Event.
- 19.15 The Service Provider shall provide the Authority with full assistance in relation to the Authority's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 9.8 including providing within 5 working days:
- The Authority with full details and copies of the complaint, communication or request
 - Such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant time scales set out in the Data Protection Legislation
 - The Authority, at its request, with any Personal Data it holds in relation to a Data Subject
 - Assistance as is requested by the Authority following any Data Loss Event
 - Assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioners Office.
- 19.16 The Service Provider shall maintain accurate and complete records to show compliance with this clause 19 and if applicable shall employ a Data Protection Officer if required by the Data Protection Legislation.
- 19.17 The Service Provider shall not subcontract their obligations under this Agreement to a sub-contractor.
- 19.18 The Parties agree to take into account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 days notice to the Service Provider amend this Agreement to ensure it complies with any guidance issued by the Information Commissioner.
- 19.19 The Service Provider shall not retain or process any Personal Data for longer than is necessary to carry out the purpose within Schedule 5 of this Agreement. The Service Provider shall securely destroy or return any Confidential

Information or Personal Data that it has processed on behalf of the Authority upon termination of this Agreement and in accordance with Schedule 4.

- 19.20 Where Confidential Information or Personal Data is held electronically by the Service Provider, the Confidential Information or Personal Data will be deleted in accordance with schedule 4 once this Agreement has been terminated and formal notice sent to the Authority once it has been deleted.
- 19.21 The Service Provider is under a strict obligation to notify any potential or actual Data Loss Event to the Authority as soon as possible and in any event within 72 hours of identification of any potential or actual loss, to enable the Authority to consider what action is required in order to resolve the issue in accordance with the Data Protection Legislation.

20. Waiver

- 20.1 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the parties. No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver of it and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

21. Severability

- 21.1 If any provision of this Agreement is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be severable from this Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

22. Governing Law and Jurisdiction

- 22.1 This Agreement and any dispute or claim relating whatsoever to it or its formation shall be governed by and construed in accordance with English law.
- 22.2 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

IN WITNESS whereof this Agreement has been executed on the date first above written.

SIGNED by • _____
for and on behalf of the Authority

PRINT NAME • _____ DATE • _____

SIGNED by • _____
Service provider

PRINT NAME • _____ DATE • _____

Schedule 1

The services

- 22.3 The Service provider shall, as and when requested by the Authority, work in the following assignment areas in accordance with the stipulations below or in accordance with any subsequent written requirements:

[The Authority may request that the service provider perform other tasks in other assignment areas as it sees fit.]

- 22.4 The Service provider is free to determine how and when it chooses to conduct the work so long as the work is carried out in accordance with Clause 10 of this Agreement, deadlines stipulated by the Authority are complied with and the service provider attends any meetings or conferences, whether by telephone, in person or over the internet that are arranged in order to fulfil the reasonable requirements of these agreed Services or any other tasks that the Authority may request and the service provider agrees to perform from time to time.

Schedule 2

Invoicing Procedure

- 22.5 The service provider shall invoice the Authority on a weekly basis indicating the time spent, when the work was undertaken and the remuneration due.
- 22.6 Except in the case of any disputed amount due under the same, correctly prepared and properly submitted invoices relating to payments to be made under this Agreement are payable within 30 days of receipt.
- 22.7 The parties shall provide each and their respective auditors with such information and documentation regarding each invoice provided to the other under this Agreement as each party is reasonably able to provide and clarify the accuracy of any such invoice.
- 22.8 Each invoice presented by the Service provider to the Authority shall clearly show separately the amount of VAT (if any) payable and shall be accompanied by appropriate documentation.
- 22.9 If the Authority disputes the accuracy of an invoice or has reasonable grounds for believing that any of the Services have not been performed or were performed defectively or not for the amount of time stated on the invoice, that part of the Service provider's invoice to which the disputed time or Services relates shall not be paid until such dispute is settled.
- 22.10 The Authority shall reimburse the Service provider for expenses only if the expenses are approved by the Authority in writing in advance.

Schedule 3

Personnel Undertaking

22.11 I enter into this undertaking in consideration of being permitted to perform services ("Services") for the Authority under the Agreement dated [insert date] and entered into between the Authority and XXX ("the Agreement").

Rights in work

22.12 I:

- Agree that all rights (including copyright) in any work (including any report) ("Work") that I may make or create, either individually or in conjunction with any other person(s), in the performance of the Services shall belong to the Authority or its nominee
- Shall not use any Work for any purpose other than for the benefit of the Authority in connection with the performance of the Services
- Assign to the Authority or such person as the Authority may from time to time nominate all my rights, title and interest in any Work (whether now existing or brought into being in the future) with full title guarantee
- Shall, at the request and expense of the Authority, execute all such documents and take such other steps as the Authority may, from time to time, consider necessary or desirable properly to vest the Work in the Authority or its nominee absolutely as legal and beneficial owners
- I waive and undertake not to assert any moral or other non-transferable right in the Work in any jurisdiction
- I shall have no right to a licence whatsoever to use any brand or trade name, trade or service mark or logo of the Authority or any design, format, colour scheme, get-up or staff or characteristic of the Authority.

Confidentiality

22.13 I acknowledge that I may, in the course of performing the Services, develop or acquire information proprietary or confidential to the Authority, its personnel, its clients or any third party to whom the Authority owes a duty of confidentiality.

22.14 To the extent that it is not in the public domain, the following information and all materials of the Authority, its personnel, its clients or such third parties shall be deemed to be confidential or proprietary information ("Confidential Information"):

- Any information or materials regarding the Work, procedures, business affairs or policies, methods, processes and strategies

- Computer listings, computer programmes, computer materials including object and source codes and other computer materials, stored in any format or medium (including electronic).

22.15 I shall:

- Hold Confidential Information in strict confidence and not disclose any of it to any third party
- Not use Confidential Information for any purpose whatsoever other than for provision of Services to the Authority
- Upon termination of the Agreement (or earlier if requested by the Authority), deliver to the Authority all written Confidential Information and any (written) derivative material and ensure that all other Confidential Information and any other derivative material stored in any format or medium (including electronic) is erased (with the exception of information stored on the Authority's own computer systems) and I shall if so requested confirm in writing to the Authority that I have complied with this obligation.

Policy and regulatory matters

22.16 I acknowledge that personal data regarding me, whether obtained from me or any other source, may be retained by the Authority for a period consistent with data protection legislation for management purposes and also for the purposes of determining my suitability for the supply of Services to the Authority.

22.17 I consent to the processing and transfer of my personal data in the manner described above.

22.18 Regarding performance of the Services, I acknowledge that I may be, and consent to be, subject to a background check including credit, education, employers and other checking as permitted by law.

22.19 I shall properly supply such information and assistance as the Authority may reasonably require in connection with that checking.

22.20 I release the Authority, its employees, its contractors and agents from any claims or liability arising from that check and use and reporting of the results.

22.21 I acknowledge that the Authority maintains procedures and restrictions regarding the conduct of contractors.

22.22 I shall at all times comply with all of the Authority's policies which are from time to time applicable, including without limitation those relating to: the use of software; health and safety; security regulations and procedures; inclusive, diversity harassment and equal opportunities policies; non disclosure of, and restrictions on the use of, price sensitive information; use of email, internet and ICT; and physical security controls.

22.23 I agree to comply with all such procedures and restrictions as are notified to me by the Authority.

22.24 If requested I shall supply all assistance necessary to the Authority regarding the investigation of any security breach, fraudulent or illegal activity or similar situation.

22.25 I acknowledge that I am not an employee of the Authority for any purpose and so not entitled to exercise any rights or seek any benefit accruing to employees of the Authority.

The consequences of termination

22.26 All obligations created by this undertaking shall survive termination of the Services.

Governing law and jurisdiction

22.27 This undertaking in any dispute or claim whatsoever relating to it or its formation shall be governed by and construed in accordance with English law.

22.28 In relation to any legal action or proceedings to enforce this undertaking arising out of or in connection with this undertaking ("Proceedings") each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

Signature.....

[Name]

Date.....X.....

Schedule 4 –

Processing, personal data and data subjects

22.29 The Service Provider shall comply with any further written instructions in respect to processing by the Authority.

Description	Details
Subject Matter of the processing	[This should be a short description of what the processing is about]
Duration of the processing	[Clearly set out the duration of the processing including dates]
Nature and Purposes of the Processing	[Cover all of the intended purposes for the purposes]
Types of personal data	[examples include – name, address, date of birth, NI number, telephone number, pay]
Categories of data subjects	[examples include – staff, customer/clients, patients, students, members of the public]
Plan for return and destruction of data once the processing is complete UNLESS requirement under member state law to preserve the type of data	[Describe how long the data will be retained for and how it will be returned or destroyed]