

## ACADEMIC CONFIDENTIALITY AGREEMENT

**AN AGREEMENT** made this 5<sup>th</sup> February 2020 (“**Commencement Date**”)

### **BETWEEN:**

- (1) **Transport for London** a statutory corporation whose registered office is at 55 Broadway, London, SW1H 0BD (“**TfL**”); and
  - (2) University of Nottingham whose administrative office is at University Park, Nottingham, NG7 2RD 2TU (the “**University**”)
- separately a “**Party**” and together the “**Parties**”.

### **BACKGROUND:**

- A. TfL wishes for the University to undertake Research pursuant to the Purpose and the University is willing to undertake such Research for TfL on the terms and conditions set out in this agreement.
- B. In order to perform the Research, TfL is to disclose to the University certain Confidential Information and/or Personal Data for the Purpose. TfL intends the University to use such information for the Research and the Purpose only on the terms of this agreement.
- C. In consideration of TfL providing such information to the University and the University agreeing to carry out the Research, the Parties agree to the terms and conditions set out in this agreement.

### **IT IS AGREED AS FOLLOWS:**

In consideration of the mutual promises and obligations set forth herein, it is agreed that:

#### **1. Definitions and interpretation**

##### **1.1** In this agreement unless the context otherwise requires:

- |                              |  |
|------------------------------|--|
| “ <b>Agreement Manager</b> ” | means such authorised representative as notified by the relevant Party to the other Party; |
| “ <b>Business Days</b> ”     | any day excluding Saturdays, Sundays or public or bank holidays in England;                |
| “ <b>Commencement Date</b> ” | means the date of the agreement as indicated above;  |

<b>“Confidential Information”</b>	means all information including without limitation, data (whether commercial, financial, technical or otherwise and however recorded or preserved) that by its nature may reasonably be regarded as confidential or which is marked or designated, either expressly or by necessary implication as confidential and that is (i) disclosed to the University in connection with the Purpose or (ii) derived by the University from the information provided;
<b>“Data Controller”</b>	has the meaning given to it in Data Protection Legislation;
<b>“Data Processor”</b>	has the meaning given to it in Data Protection Legislation;
<b>“Data Protection Impact Assessment”</b>	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>“Data Protection Legislation”</b>	means: <ul style="list-style-type: none"> <li>(a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;</li> <li>(b) Directive (EU) 2016/680 (the Law Enforcement Directive);</li> <li>(c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;</li> <li>(d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and</li> <li>(e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;</li> </ul>
<b>“Data Subject”</b>	has the meaning given to it in Data Protection Legislation;
<b>“Deliverables”</b>	means the deliverables set out in Schedule 5 as may be amended in writing by the Parties;
<b>“IPR”</b>	means any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case 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 in each case in the United Kingdom and anywhere else in the world;

- “Personal Data”** has the meaning given to it in the Data Protection Legislation;
- “Presentation”** means any presentation of the Research Output at a conference, seminar, or lecture;
- “Principal Investigator”** means the individual identified in Schedule 4 or any replacement notified by the University to TfL in accordance with this Agreement;
- “Processing”** has the meaning given to it in the Data Protection Legislation;
- “Project Sponsor”** means the individual identified in Schedule 3 or any replacement notified by TfL to the University in accordance with this Agreement;
- “Project Team”** means the members of the University’s staff and students set out in Schedule 2 who have successfully completed the “My Role in Privacy and Data Protection (GDPR)” TfL training course, available via [www.Professionalcommunities.org.uk](http://www.Professionalcommunities.org.uk);
- “Publication”** means any publication of a paper including the Research Output in: (a) an academic journal/periodical; (b) conference proceedings; or (c) within the public domain, of a dissertation for a higher degree or in any other disclosed form;
- “Purpose”** means the purpose that is described in Schedule 1 as may be subsequently altered by the Parties by agreement in writing;
- “Representative”** means any third party (including but not limited to any officer, employee, student, researcher, agent, sub-contractor, professional adviser or external examiner of the University) who is in any way connected with the Purpose and who has been authorised in writing by TfL to receive the Confidential Information and/or Personal Data prior to disclosure;
- “Research”** means such academic research performed by the Project Team; (a) in accordance with the terms and conditions of this agreement and (b) pursuant to the Purpose;
- “Research Output”** means any results, text, graphics and tables from the Research carried out by the University pursuant to the Purpose;

<b>“Restricted Countries”</b>	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
<b>“Subject Request”</b>	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling;
<b>“TfL Group”</b>	means Transport for London and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time and reference to “any member of the TfL Group” shall refer to Transport for London or any such subsidiary;
<b>“TfL Personal Data”</b>	Personal Data Processed by the University or any sub-contractor on behalf of TfL, pursuant to or in connection with this agreement;
<b>“TfL Responsibilities”</b>	means those responsibilities set out in Schedule 3 as may be subsequently altered by the Parties by agreement in writing; and
<b>“University Responsibilities”</b>	means those responsibilities set out in Schedule 4 as may be subsequently altered by the Parties by agreement in writing.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.5. References to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, this agreement and any reference to a paragraph in any schedule shall, in the absence of provision to the contrary, relate to the paragraph in that schedule.

## 2. Commencement, termination and duration of obligations

- 2.1. This agreement commences on the Commencement Date. TfL shall be entitled to terminate this agreement at any time and with immediate effect by giving 30 days notice in writing to the University.

- 2.2. Neither the termination of this agreement for any reason, nor the completion of the Purpose shall affect the University's obligations or TfL's rights under this agreement.
- 2.3. Any Confidential Information and/or Personal Data disclosed or made available by TfL to the University during the term of this agreement shall be treated as confidential and safeguarded by the University in accordance with this agreement.
- 2.4. Subject to any Publication which may be published in accordance with Clause 9 (Publication of research), the University shall, at the written request of TfL and in any event upon the completion of the Purpose:
  - 2.4.1. in respect of Confidential Information:
    - 2.4.1.1. promptly destroy or return to TfL all materials containing, incorporating or based on the Confidential Information supplied by TfL;
    - 2.4.1.2. erase all Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
    - 2.4.1.3. certify, in writing, within 14 days of such request or completion of the Purpose, that it has fully complied with its obligations under this clause; and
  - 2.4.2. in respect of Personal Data, shall abide by paragraph 5.3.8 of Schedule 6.
- 2.5. The University shall comply with all the requirements of any Act of Parliament, statutory instrument or order or any other regulation having the force of law or by-law and all regulatory requirements relevant to its business from time to time in force, which are or may become applicable to the obligations of the Parties under this agreement.

### **3. University Responsibilities**

- 3.1. The University agrees to undertake the Research:
  - 3.1.1. with all the skill, care and diligence reasonably to be expected of a research institute undertaking research similar in scope and character;
  - 3.1.2. in accordance with the terms and conditions of this agreement; and
  - 3.1.3. in accordance with the University Responsibilities set out in Schedule 4.

4. **TfL Responsibilities**

4.1. TfL shall perform the TfL Responsibilities set out in Schedule 3.

5. **Agreement Management**

5.1. Once a month or at such other intervals as may otherwise be agreed by the Parties, the Parties will meet to review the progress of the Research and discuss any issues arising.

5.2. The TfL Project Sponsor shall capture and circulate a list of actions arising out of each meeting described in Clause 5.1 and shall ensure that such lists of actions are agreed by both Parties.

6. **Access to Confidential Information and Personal Data**

6.1. TfL intends to disclose Confidential Information and/or Personal Data to the University in connection with the Purpose. In consideration for TfL disclosing the Confidential Information and/or Personal Data to the University, the Recipient agrees to be bound by the terms and conditions set out in this Agreement.

7. Confidentiality undertakings and acknowledgement

7.1. The University acknowledges that any Confidential Information and/or Personal Data which has or might be disclosed to it by TfL is of a proprietary and confidential nature and undertakes to TfL that for the term specified in Clause 2.1 it shall:

7.1.1. procure that the Project Team are aware of and comply with the obligations set out in this agreement (where applicable);

7.1.2. use the Confidential Information and Personal Data for the Purpose only;

7.1.3. subject to Clause 9, not to use the Confidential Information or Personal Data in any way which would be harmful to any member of the TfL Group;

7.1.4. keep in strict confidence and in safe custody any Confidential Information or Personal Data disclosed to the University by TfL;

7.1.5. not disclose any Confidential Information or Personal Data to third parties or members of the University's staff or students outside the Project Team without the prior written consent of TfL;

7.1.6. keep all documents and other material containing or incorporating any of the Confidential Information or Personal Data disclosed to the University by TfL separate from all other documents and materials and at a campus of the University (unless required elsewhere for the Purpose), or such other place as TfL may reasonably specify;

- 7.1.7. promptly comply with any reasonable directions of TfL, which are given for the security protection of the Confidential Information, including compliance with the Data Protection Legislation in respect of any Personal Data in accordance with Schedule 6 of this agreement;
  - 7.1.8. inform any Representatives of the restrictions regarding Confidential Information and Personal Data contained in this agreement and, to the extent that any Representative is not already under an appropriate duty of confidentiality, impose upon such Representative obligations of confidentiality at least equivalent to those set out in this agreement.
- 7.2. The disclosure of Confidential Information and/or Personal Data by TfL to the University under this agreement shall not be construed as a grant of any right or licence with respect to such information except as provided for under this agreement or in a duly executed licence agreement.
- 7.3. Upon becoming aware of any IPR which arises or is created as a result of the Purpose, the University shall in confidence notify TfL in writing that such IPR has been created.
- 7.4. Any such IPR described in Clause 7.3 shall be:
- 7.4.1. the property of TfL and the University shall secure the assignment of such IPR to TfL where it is not automatically vested in TfL.
  - 7.4.2. For the avoidance of doubt, this provision shall apply to any and all IPR which arises or is created as a result of the Purpose, regardless of whether such IPR arises or is created by the University alone or jointly by the Parties.
- 7.5. For the avoidance of doubt, any IPR in any material owned by either Party as at the date of this Agreement shall remain the property of such Party and shall not be subject to the terms of this Agreement.
- 7.6. The obligations in this Clause 7 shall last for five (5) years after the earlier of (i) termination or (ii) the completion of the Purpose.
- 8. Information not protected**
- 8.1. The obligations of confidentiality in this agreement shall not apply where the Confidential Information:
- 8.1.1. is or has come into the public domain through no fault of the University, its employees, students, agents or sub-contractors; or
  - 8.1.2. is lawfully received from an independent third party without any restriction and without any obligation of confidentiality; or

- 8.1.3. is independently developed by the University without access to, or knowledge of, or use of, the Confidential Information; or
- 8.1.4. is required by law or by order of a court of competent jurisdiction to be disclosed.

## 9. **Publication of research**

- 9.1. The University shall be entitled to publish the Research Output in a Publication or at a Presentation at TfL's sole discretion.
- 9.2. Subject to Clause 9.1, before publishing the Research Output within a Publication or at a Presentation, the University shall:
  - 9.2.1. remove all Confidential Information and Personal Data from the Research Output or alternatively aggregate and/or anonymise all Confidential Information and Personal Data in the Research Output;
  - 9.2.2. if appropriate and after discussion with TfL, the University shall include a disclaimer in any Publication or at the Presentation stipulating that TfL does not agree with all or some of the conclusions expressed in such Publication or at the Presentation;
  - 9.2.3. acknowledge the support received from TfL in all Publications and/or at all Presentations, unless requested to the contrary by TfL; and
  - 9.2.4. follow any other instructions or requirements imposed on the University by TfL.

## 10. **Remedies for breach of this Agreement**

- 10.1. The Parties agree that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement and so despite any other rights and remedies available, TfL shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this agreement by the University.

## 11. **Warranty**

- 11.1. Each Party warrants that it has the right, power and authority to enter into this agreement.
- 11.2. TfL does not warrant and expressly disclaims any responsibility or liability for the accuracy or completeness of any Confidential Information and/or Personal Data disclosed by it to the University. Nothing in this agreement shall be construed or implied as obliging TfL to disclose any specific type of information under this agreement, whether Confidential Information or Personal Data or not. Except as expressly stated in this agreement TfL does not make any express or implied warranty or representation concerning its Confidential Information or Personal Data or the accuracy or completeness of the Confidential Information or Personal Data. The University does not

warrant and expressly disclaims any responsibility for the accuracy or completeness of any Research Output or IPR disclosed by it to TfL. All implied warranties or representations to that effect are excluded, to the extent permitted by law.

12. Privacy and Data Protection

12.1. The University shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of TfL, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 6 of this agreement.

12.2. The University must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

13. Indemnity

13.1. Subject to Clause 14, the University shall indemnify TfL in respect of all losses, damages, claims and expenses of whatsoever nature arising out of or in connection with any wrongful disclosure or misuse of the Confidential Information and/or Personal Data.

14. Limitation of Liability

14.1. The restrictions on liability in this Clause 14 shall apply to every liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

14.2. Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

14.3. The liability of the University for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement will not extend to loss of business or profit.

14.4. Subject to Clauses 14.2 and 14.3, the University's total liability to TfL shall not exceed £1,000,000 (one million pounds only).

15. Records and audit

15.1. The University shall until 6 years after the termination of this agreement maintain a complete and correct set of records pertaining to all activities relating to the performance of the University's obligations under this agreement (the "**Records**"). TfL has the right to audit the Records on giving reasonable notice to the University to ascertain the University's conformance with its obligations under the agreement and to notify the University of any non-conformance. Upon receipt of such notification, the University will take all steps necessary to ensure conformance.

15.2. Any audit or inspection pursuant to Clause 15.1 shall not relieve the University from any obligation under the agreement or prejudice any of TfL's rights, powers or remedies against the University.

## 16. Security incidents and data breaches

### 16.1. The University shall:

16.1.1. notify TfL within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of security in relation to any Confidential Information including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Confidential Information and keep TfL properly and regularly informed consequently;

16.1.2. notify TfL of any actual or suspected breach of security in relation to any Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Personal Data in accordance with the provisions of Schedule 6 of this Agreement.

## 17. General

17.1. The disclosure of Confidential Information and/or Personal Data by TfL will not create any obligation on TfL to provide further Confidential Information and/or Personal Data to the University, enter into any further agreement or proceed with any possible relationship or other transaction.

17.2. Save as permitted under Clause 9 of this Agreement, the University must not make or permit others to make any reference to this agreement, the Confidential Information and/or Personal Data, or use the name of any member of the TfL Group in any public announcements, promotional, marketing or sales materials or efforts without the prior written consent of TfL, except as required by law or any governmental or regulatory authority or competent jurisdiction.

17.3. All notices, demands or consents required or permitted under this agreement shall be in writing. Notice shall be considered delivered and effective: (a) at the time when personally delivered; or (b) two (2) days after posting when sent by first class post. All notices shall be signed by an authorised signatory of the relevant Party and sent to the other Party at its address on the first page of this agreement or sent to such other address as already notified by such Party to the other in writing.

17.4. All consents required from TfL under this agreement shall only be effective in accordance with the terms of this agreement if given on behalf of TfL by the Chief Data Officer in the Technology and Data department of TfL or such person as she shall nominate.

- 17.5. The rights of either Party under this agreement shall not be affected by any failure by that Party to insist on performance of any provision by the other Party. Failure or delay by either Party to enforce any of the provisions of this agreement shall not invalidate that Party's rights under this agreement.
- 17.6. Neither Party may assign, transfer or delegate any of its rights or obligations under this agreement without the written consent of the other.
- 17.7. Any amendment to this agreement must be in writing and signed by a duly authorised representative from each Party.
- 17.8. Save that any member of the TfL Group has the right to enforce the terms of the agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the agreement will be enforceable by virtue of the Third Party Act by any person not a Party to it.
- 17.9. This agreement contains all of the terms which the Parties have agreed relating to the subject matter of the agreement and it supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to TfL's disclosure of Confidential Information and/or Personal Data to the University. Neither Party has been induced to enter into the agreement by a statement it does not contain. Nothing in this Clause 17.9 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.
- 17.10. This agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.
- 17.11. This agreement shall be governed by, and construed in accordance with, English law and is subject to the exclusive jurisdiction of the English courts.

## **SCHEDULE 1 – THE PURPOSE**

Use by the University or a member of the Project Team of part or all of the Confidential Information and/or Personal Data to carry out the following academic research:

Define a new standard for bus location accuracy for Transport for London and produce a set of reference data that new standard can be measured against.

## SCHEDULE 2 – THE PROJECT TEAM

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### **SCHEDULE 3 – TFL RESPONSIBILITIES**

*[Insert details of Tfl’s responsibilities under the agreement. **DO NOT DELETE EXISTING PROVISIONS 1 to 3.**]*

1. Tfl shall appoint the Tfl Agreement Manager, who shall be the University’s first point of contact in respect of any contractual questions in respect of this Agreement. Tfl shall notify in writing (including e-mail) the University Agreement Manager and shall keep the University Agreement Manager informed of any changes to the Tfl Agreement Manager.
2. The Project Sponsor shall be Simon Reed. The Project Sponsor, deputised by David Service, shall be the University’s first point of contact in respect of any questions regarding the Purpose and/or the Research. Tfl shall notify in writing (including e-mail) the University Agreement Manager and shall keep the University Agreement Manager informed of any changes to the Project Sponsor.
3. Tfl shall reimburse at its sole discretion the reasonable travel expenses incurred by any member(s) of the Project Team in the performance of this Agreement.

Tfl will provide the following:

- Details of bus routes / locations which (from our experience) are known to cause problems to navigational software.
- Historic results from the current system that show the types of problems encountered with navigation systems in London.
- Data sets from existing vehicles if required to support the research.

Plus other resources in line with the project bid submission.

## SCHEDULE 4 – UNIVERSITY RESPONSIBILITIES

*[Insert further details of the University's responsibilities in respect of the Research. DO NOT DELETE EXISTING PROVISIONS 1 to 5.]*

1. The University shall use its best endeavours to deliver each of the Deliverables by the target dates set out in Schedule 5.
2. The University shall appoint the Project Team to carry out the Research, who shall be based at the University or such other location as agree with TfL, and shall be solely responsible for supervising the performance of the Project Team.
3. The University shall ensure that each member of the Project Team is suitable and willing to carry out the obligations set out in this agreement, and shall ensure that each member of the Project Team performs their obligations with all due care and diligence, in a professional and ethical manner and in accordance with any guidelines agreed from time to time between the Parties.
4. The University shall appoint the University Agreement Manager, who shall be TfL's first point of contact in respect of the agreement. The University shall notify in writing (including e-mail) the TfL Agreement Manager and shall keep the TfL Agreement Manager informed of any changes to the University Agreement Manager.
5. The University shall appoint a Principal Investigator, who shall be TfL's primary contact in respect of the Research. The Principal Investigator shall be Professor Xiaolin Meng. The University shall notify in writing (including e-mail) the TfL Agreement Manager and shall keep the TfL Agreement Manager informed of any changes to the Principal Investigator.

Delivery of the project to the milestones detailed in Schedule 5 following a three part cost schedule



## SCHEDULE 5 – THE DELIVERABLES

*[Insert details of the deliverables which the University must provide to TfL in respect of the Research, including any target dates for providing such deliverables.]*

The proposed work by the Nottingham Geospatial Institute (NGI) at the University of Nottingham will commence in part time in February, 2020 and be full time from April 2020.. The effort will be spread over four months with the final report and other agreed deliverables presented on July 31st, 2020.

The work will be undertaken in blocks over the period of the project, as outlined in the Gantt chart in Section B as part of the methodology description.



### **Proposed methodology, expected outcome and demonstration of accuracy and robustness.**

**WP1** – Project management: To ensure that the project and associated milestones are delivered on time and to coordinate communications between NGI and TfL.

**WP2** – Literature review & definition of standards: NGI has previously undertaken research into required navigation performance (RNP) and standards for terrestrial transport systems (road and rail) sponsored by Innovate UK, European Space Agency and UKRI. This WP will consolidate that effort and, in consultation with TfL, will serve to formulate and refine user needs and stakeholder requirements. NGI will also obtain from TfL, as part of this consultation:

- Details of bus routes / locations which are known to cause problems to navigational software.
- Data sets from existing vehicles and historic results from the current system that show the types of problems encountered with navigation systems in London.

**WP3** – Data collection: NGI will undertake a series (up to three) data collection campaigns on selected TfL bus routes This will involve the use of the NGI's mobile laboratory a world-leading facility in terms of equipment for global navigation satellite system (GNSS) and integrates inertial navigation system (INS) solutions that is enhanced with the UK's pervasive Network Real-time Kinematic GNSS positioning facility housed at NGI (Figure 2). This allows the collection of ground truth and baseline data for positioning at a precision unrivalled in the UK. In the case of London, NGI systems combined with the Network RTK facility, this can provide precise differential corrections to buses at better than 0.50m positioning accuracy. This information will be made available to TfL.

**WP4** – Database creation: NGI will construct a geospatial database relating to selected TfL bus routes. This will define the expected accuracy given the driving environment according to issues affecting GNSS positioning including satellite obscuration, reception of non-line-of-sight (NLOS) and multipath. The outcome of this WP will be included in the final report (WP6).

**WP5** – Data analysis and visualisation: The data collected will be incorporated within the geo-spatial database and assessments of the accuracies achievable with different grades of equipment will be made. Cost-benefit analysis will be included to determine the optimal trade-offs between price of equipment and achievable accuracies. The outcome of this WP will inform the final report (WP6).

**WP6** – Reporting and dissemination: Final reports and presentation of the results to TfL and any other relevant stakeholders identified during the project. This will form the basis of a strategy for future collaboration on extended projects. Final report to include a proposed accuracy metric for London, which will be refined to meet TfL's requirements through discussions with key personnel prior to the project commencing.

## SCHEDULE 6 – DATA PROTECTION

1. With respect to the Parties' rights and obligations under this agreement, the Parties acknowledge that TfL is a Data Controller solely responsible for determining the purposes and manner in which TfL Personal Data is to be Processed, and that the University is a Data Processor.
2. Details of the TfL Personal Data to be Processed by the University and the purposes of such Processing are as follows:
  - 2.1. The TfL Personal Data to be Processed by the University (if any) concerns the following categories of Data Subject:

N/A
  - 2.2. The TfL Personal Data to be Processed includes the following types of Personal Data:

N/A
  - 2.3. The nature and purposes of the Processing of TfL Personal Data is:

N/A
  - 2.4. The TfL Personal Data is to be Processed in the following Restricted Countries:

N/A
  - 2.5. The subject matter of the TfL Personal Data to be Processed is:

N/A
  - 2.6. The duration of the Processing shall be:

N/A
3. Without prejudice to the generality of Clause 12, the University shall:
  - 3.1. process the TfL Personal Data only in accordance with written instructions from TfL to perform its obligations under this agreement;
  - 3.2. use its reasonable endeavours to assist TfL in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this agreement in such a way as to cause TfL to breach any of its obligations under Data Protection Legislation to the extent the University is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
  - 3.3. notify TfL without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by TfL is incompatible with any obligations under Data Protection Legislation to the extent the University is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

- 3.4. maintain, and make available to TfL on its request, documentation which describes the Processing operations for which it is responsible under this agreement including:
  - 3.4.1. the purposes for which TfL Personal Data is Processed;
  - 3.4.2. the types of Personal Data and categories of Data Subject involved;
  - 3.4.3. the source(s) of the Personal Data;
  - 3.4.4. any recipients of the Personal Data;
  - 3.4.5. the location(s) of any overseas Processing of TfL Personal Data;
  - 3.4.6. retention periods for different types of TfL Personal Data; and
  - 3.4.7. where possible a general description of the security measures in place to protect TfL Personal Data;
- 3.5. where requested to do so by TfL, assist TfL in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- 3.6. take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of TfL Personal Data and against accidental loss, destruction of, or damage to such TfL Personal Data which TfL may reasonably reject (but failure to reject shall not amount to approval by TfL of the adequacy of the measures);
- 3.7. provide TfL with such information as TfL may from time to time require to satisfy itself of compliance by the University (and/or any authorised sub-contractor) with paragraphs 3.6 and 3.9, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the University itself or TfL;
- 3.8. ensure that all Project Team members complete the “My Role in Privacy and Data Protection (GDPR)” TfL training course, available via [www.Professionalcommunities.org.uk](http://www.Professionalcommunities.org.uk) (the “GDPR Training”) within the last 12 months. For the avoidance of doubt, any individual who fails to successfully complete the GDPR is not permitted to undertake the Research and shall not be considered a member of the Project Team;
- 3.9. notify TfL without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Schedule 6, including the unauthorised or unlawful Processing of TfL Personal Data, or its accidental loss, destruction or damage;
- 3.10. having notified TfL of a breach in accordance with paragraph 3.9, keep TfL properly and regularly informed in writing until the breach has been resolved to the satisfaction of TfL;

- 3.11. fully cooperate as TfL requires with any investigation or audit in relation to TfL Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to this agreement, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by TfL (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during this agreement and after its termination or expiry (for so long as the Party concerned retains and/or Processes TfL Personal Data);
- 3.12. notify TfL within two (2) Business Days if it, or any sub-contractor, receives:
  - 3.11.1. from a Data Subject (or third party on their behalf):
    - 3.11.1.1. a Subject Request (or purported Subject Request);
    - 3.11.1.2. any other request, complaint or communication relating to TfL's obligations under Data Protection Legislation;
  - 3.11.2. any communication from the Information Commissioner or any other regulatory TfL in connection with TfL Personal Data; or
  - 3.11.3. a request from any third party for disclosure of TfL Personal Data where compliance with such request is required or purported to be required by law;
- 3.13. provide TfL with full cooperation and assistance (within the timescales reasonably required by TfL) in relation to any complaint, communication or request made as referred to in paragraph 3.12, including by promptly providing:
  - 3.12.1. TfL with full details and copies of the complaint, communication or request; and
  - 3.12.2. where applicable, such assistance as is reasonably requested by TfL to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;
- 3.14. when notified in writing by TfL, supply a copy of, or information about, any TfL Personal Data. The University shall supply such information or data to TfL within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;
- 3.15. when notified in writing by TfL, comply with any agreement between TfL and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any TfL Personal Data; and
- 3.16. if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.

4. The University shall not share TfL Personal Data with any sub-contractor without prior written consent from TfL. The University shall provide TfL with such information regarding the proposed sub-contractor as TfL may reasonably require. The University shall only share TfL Personal Data with a sub-contractor where there is a written contract in place between the University and the sub-contractor which requires the sub-contractor to:
  - 4.1. only Process TfL Personal Data in accordance with TfL's written instructions to the University; and
  - 4.2. comply with the same obligations which the University is required to comply with under this agreement (and in particular Clauses 2.5, 6, 7, 12, 15, 17.3 and this Schedule 6).
5. The University shall, and shall procure that any sub-contractor shall:
  - 5.1. only Process TfL Personal Data in accordance with TfL's written instructions to the University and as reasonably necessary to perform this agreement in accordance with its terms;
  - 5.2. not Process TfL Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with TfL;
  - 5.3. Process TfL Personal Data in such a way as to:
    - 5.3.1. not place TfL in breach of Data Protection Legislation;
    - 5.3.2. not expose TfL to reputational damage including adverse publicity;
    - 5.3.3. only allow University's Personnel to access TfL Personal Data where such access is necessary in connection with the provision of the Services;
    - 5.3.4. take all reasonable steps to ensure the reliability and integrity of all University's Personnel who can access TfL Personal Data;
    - 5.3.5. ensure that all University's Personnel who can access TfL Personal Data:
      - 5.3.5.1. are informed of its confidential nature;
      - 5.3.5.2. are made subject to an explicit duty of confidence;
      - 5.3.5.3. understand and comply with any relevant obligations created by either this agreement or Data Protection Legislation; and
      - 5.3.5.4. undertake data protection training prior to commencement of the research project and then within four weeks of the start of each new academic year using the TfL data protection training module provided that TfL provide the relevant individuals with access to and use of the training modules;
    - 5.3.6. only disclose or transfer TfL Personal Data to any third party where the University has obtained the prior written consent of TfL;

- 5.3.7. without prejudice to paragraph 3.6, wherever the University uses device for the transmission or storage of TfL Personal Data, ensure that each such device encrypts TfL Personal Data; and
  - 5.3.8. comply during the course of this agreement with any written retention and/or deletion policy or schedule provided by TfL to the University from time to time.
6. The University shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any TfL Personal Data in or to any Restricted Countries without prior written consent from TfL (which consent may be subject to additional conditions imposed by TfL).
7. If, after the Commencement Date, the University or any sub-contractor wishes to Process and/or transfer any TfL Personal Data in or to any Restricted Countries, the following provisions shall apply:
  - 7.1. the University shall submit a written request to TfL setting out details of the following:
    - 7.1.1. the TfL Personal Data which will be transferred to and/or Processed in any Restricted Countries;
    - 7.1.2. the Restricted Countries which the TfL Personal Data will be transferred to and/or Processed in;
    - 7.1.3. any sub-contractors or other third parties who will be Processing and/or receiving TfL Personal Data in Restricted Countries;
    - 7.1.4. how the University shall ensure an adequate level of protection and adequate safeguards in respect of the TfL Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure TfL's compliance with Data Protection Legislation;
  - 7.2. in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
  - 7.3. the University shall comply with any written instructions and shall carry out such actions as TfL may notify in writing when providing its consent to such Processing or transfers, including:
    - 7.3.1. incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this agreement or a separate data processing agreement between the Parties; and
    - 7.3.2. procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the TfL Personal Data in any Restricted Countries enters into a data processing agreement with the University on terms which are equivalent to those agreed between TfL and the University in connection with the Processing of TfL Personal Data in

(and/or transfer of TfL Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in paragraph 7.3.1.

8. The University and any sub-contractor (if any), acknowledge:
  - 8.1. the importance to Data Subjects and TfL of safeguarding TfL Personal Data and Processing it only in accordance with TfL's written instructions and this agreement;
  - 8.2. the loss and damage TfL is likely to suffer in the event of a breach of this agreement or negligence in relation to TfL Personal Data;
  - 8.3. any breach of any obligation in relation to TfL Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of contract;
  - 8.4. if the University has committed a material breach under paragraph 8.3 on two or more separate occasions, TfL may at its option:
    - 8.4.1. withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
    - 8.4.2. terminate this agreement in whole or part with immediate written notice to the University.
9. Compliance by the University with this Schedule 6 shall be without charge to TfL.
10. The University shall remain fully liable for all acts or omissions of any sub-contractor.
11. Following termination or expiry of this agreement, howsoever arising, the University:
  - 11.1. may Process the TfL Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with paragraph 11.3;
  - 11.2. where paragraph 11.1 does not apply, may Process the TfL Personal Data only for such duration as agreed in paragraph 2.6 above and following this will then comply with paragraphs 11.3 and 11.4;
  - 11.3. subject to paragraph 11.1, shall on written instructions from TfL either securely destroy or securely and promptly return to TfL or a recipient nominated by TfL (in such usable format as and to the extent TfL may reasonably require) the TfL Personal Data; or
  - 11.4. in the absence of instructions from TfL after 12 months from the expiry or termination of this agreement securely destroy the TfL Personal Data.

12. TfL Personal Data may not be Processed following termination or expiry of this agreement save as permitted by paragraph 11.
13. For the avoidance of doubt, and without prejudice to paragraph 11, the obligations in this Schedule 6 shall apply following termination or expiry of this agreement to the extent the Party concerned retains or Processes TfL Personal Data.
14. The indemnity in Clause 13 shall apply to any breach of Schedule 6 and shall survive termination or expiry of this agreement.

**EXECUTION PAGE**

**Signed by a duly authorised representative for and on behalf of:**

**Transport for London**

**University of Nottingham**

Signature:

\_\_\_\_\_  
(Authorised signatory)

\_\_\_\_\_  
(Authorised signatory)

Print name:

\_\_\_\_\_

\_\_\_\_\_

Title/Position:

\_\_\_\_\_

\_\_\_\_\_