

**COMMUNITY HOUSING**

**Invitation to tender**

**Building Better Opportunities (3 projects)**

**Management Information System**

**May 2021**

Dear Sir/Madam,

**Invitation to Tender Ref:**

**Building Better Opportunities Management Information System**

Community Housing is pleased to invite interested service providers to tender to **provide a Management Information System for a period of up to 2 years** as detailed in the specification. The Building Better Opportunities project, and this contract to store secure electronic records is funded by European Social Fund and match funded by The National Lottery Community Fund and is therefore subject to their specific guidelines.

This invitation is in two parts.

* Part 1 provides a questionnaire that you must complete to be considered. Please read this document and complete it in full to ensure that you are able to meet all of the requirements set out.
* Part 2 will only be assessed if your submission to part 1 meets all of the minimum requirements.

Please therefore only complete part 2 if you are confident that you have met all the requirements of part 1. Part 1 and 2 is the tender and both parts must be completed in full and returned in order to be considered.

Any tender must be submitted by email to; [procurement@communityhousing.co.uk](mailto:procurement@communityhousing.co.uk) by 24th January 2022 at 09.00.

Further information on this Worcestershire specific project can be found at [www.fusionworcs.co.uk](http://www.fusionworcs.co.uk). Further information on the national project can be found at [www.tnlcommunityfund.org.uk](http://www.tnlcommunityfund.org.uk).

Any requests for additional information or clarification regarding this Invitation to Tender should also be submitted via the above email address.

**Completing the Tender**

The tender consists of two parts:-

***Part 1 Generic*** – company information

***Part 2 Specific*** – specific questions which you will be required to complete for the evaluation team to assess.

Please do not exceed the maximum page/word limit where stated.

Tender submissions will be evaluated on how their services meet the scope of this tender.

**Timetable**

The timetable is detailed below – any tenders submitted after the deadline will not be evaluated during this period

|  |  |
| --- | --- |
| **Task** | **Timeline** |
| Tender submissions period | **7th January 2022 to 24th January 2022** |
| Clarifications deadline | **17th January 2022** |
| Deadline for submission | **24th January 2022 (9am)** |
| Tenders reviewed and evaluated | **w/c 24th January 2022** |
| Applicants notified of outcome | **w/c 24th January 2022** |
| Service commences | **January 2022** |
| Service concludes | **December 2023** |
| Transfer of files following service conclude date | **December 2023** |

**Evaluation**

Each application will be reviewed by representatives of The Community Housing Group.

Where a member of the evaluation group has a ‘conflict of interest’ in an application they will not be authorised to be part of the evaluation process.

Applications must score at least 5 (satisfactory) to meet the minimum threshold.

**Specific Tender Questions Scoring:**

Community Housing will award the contract based on the most economically advantageous and data secure tender. The criteria that will be used by Community Housing to determine that a tender is the most economically advantageous and the weighting of those criteria are as follows.

* Tenders will be assessed out of 100 marks for which 60 marks are for quality and technical merit and 40 marks for cost.
* Each element of quality and technical merit will be scored 0 to 10 against the criteria stated within that section. The following 0 to 10 scoring system will be used.

| **Quality and technical merit** | **Maximum marks available** |
| --- | --- |
| Question 1 | 15 marks |
| Question 2 | 15 marks |
| Question 3 | 15 marks |
| Question 4 | 15 marks |

| **Score** | **Scoring Criteria** |
| --- | --- |
| **0** | No answer provided |
| **1-2** | Very weak answer, with the tenderer failing to demonstrate an understanding of the project requirements and providing little or no evidence of how the tenderer will meet them |
| **3-4** | Weak answer with limited demonstration of understanding the project requirements and very limited evidence of how the tenderer will meet them |
| **5-6** | Satisfactory answer demonstrating some understanding of the project requirements and some evidence of how the tenderer will meet them |
| **7-8** | Good answer demonstrating a good understanding of the project requirements and good evidence of how the tenderer will meet them |
| **9-10** | Excellent answer demonstrating an excellent understanding of the project requirements and excellent evidence of how the tenderer will meet them |

Further clarification may be required from the applicants on their tenders during the evaluation process (this could also include site visits and/or interviews). This may result in an extended evaluation period dependant on the responses received.

**Please note:**

Community Housing does not bind itself to accept the lowest quote, and Community Housing reserves the right, where appropriate, to accept the quote in whole, or in part.

**Tender Information and Specification**

**Contract Value**

The current estimated overall value for the full contract is **£40,000** including VAT.

**Tender Scope**

The scope of this tender is to provide a Management Information System for confidential files created in managing and delivering three Worcestershire Building Better Opportunities Programmes. The Programmes are funded by European Social Fund with match funding by The National Lottery Community Fund.

|  |
| --- |
| We will require the provider to:     1. Provide a secure Management Information System for up to 2 years. 2. The system will hold confidential information that will be subject to Data Protection. The system will allow Data Segregation to ensure information is secure with access limited to only those with appropriate authority. 3. Fusion is a partnership of organisations based across Worcestershire and system needs to be cloud based to allow different partners to access across multiple platforms. 4. Sufficient Storage – without the need to increase and incur additional costs. 5. The production of reports for stored participant data. The below link provides templates and guidance of the reporting criteria of the BBO contract.   <https://www.biglotteryfund.org.uk/global-content/programmes/england/building-better-opportunities/guide-to-delivering-european-funding>   1. Single entry so that Job Coaches able to take Tablets or Mobile out with them to complete records as they interview or work with Participants. 2. As well as monitoring ‘numbers’ the system needs to allow a Job Coach to record activity with Participants. This will include face to face meetings, telephone calls, courses attended, activity undertaken with the option to attach evidence of these activities in multiple formats e.g., Word, Excel etc. 3. Individual dashboards to remind Job Coaches and Managers of specific tasks and performance against their agreed individual targets that have not been met. 4. Include 2 x days for the development of new reports, data collection etc. 5. Include 2 x half day staff training sessions on the system. 6. Access to a help desk to assist with day-to day queries. 7. The ability to move existing information onto system whilst retaining all records and communication activity. 8. Securely provide data to Community Housing upon closure of contract and Management Information System. 9. The ability to adapt / add to existing requirements as when / if required. 10. Include the ability to sign multiple documents electronically for up to 20,000 signatures. |
|  |

**Pricing**

All tendered prices should be submitted in pounds sterling.

**All prices will be inclusive of VAT.**

There must be a **single price** for services set out in the tender Scope (above).

**Tender Validity**

Tenders shall be valid for a period of 60 days from the tender return date. During this time a successful tenderer must, when invited to do so by Community Housing, enter into a formal contract.

**General Data Protection Regulations**

The successful tender will be expected to meet the requirements of Article 28 of the General Data Protection Regulations A Data Processor Agreement is included in Appendix A and the successful supplier will be expected to sign this.

**Tender Costs**

Community Housing will not be liable for the tenderer’s costs of preparing, submitting and clarifying the tender response to these instructions to tenderers, and reserves the right to accept or reject any tender in whole or in part.

**Approved Contractors list**

The successful tender will be expected to apply and be approved to join Community Housingapproved contractors list (Suppliers, Contractors and Consultants). This considers financial robustness, health and safety culture and commitment to equalities.

**Contact Person for Queries and Clarifications**

Tenderers who have questions should email these by no later than 17th January 2022 (midday)

[procurement@communityhousing.co.uk](mailto:procurement@communityhg.com)

Please add ***BBO Management Information System Tender*** to the subject line of your email.

Community Housing will share all questions and clarifications requests raised by tenderers and its responses (but not the source of the questions) to all interested parties on 19th January 2022 via upload to contracts finder. Tenderers should indicate if a query is commercially sensitive, where disclosure of such query and/or the answer would be likely to prejudice its commercial interests. If Community Housing disagrees that the query is commercially sensitive, the tenderer will be given the opportunity either to withdraw the query or to have the answer circulated to all tenderers.

Community Housing reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its own commercial interests.

**Conflicts of Interest**

Community Housing requires all actual or potential conflicts of interest to be resolved to its satisfaction before the submission of Tenders. This includes any conflicts of interest arising during the tendering, evaluation and clarification stages. These include conflicts where:

* a supplier put forward by a tenderer is the same firm or company or a member of the same group of companies who are a member of Worcestershire Building Better Opportunities consortium (Fusion).
* a staff member of Community Housing or of any organisation that is a subsidiary of Community Housing(“the Group”) has a direct or indirect financial, economic, or other personal interest in relation to the Tenderer that might be perceived to compromise their independence; or
* a current or former (at any time in the last 12 months) board member or current employee of Community Housing or any subsidiary of the group is an owner, director, or senior manager of the tenderer

**Form of Tender**

A tenderer must submit with their tender all the detailed information necessary to verify that their proposal meets the scope of this tender.

Community Housing reserves the right to reject or disqualify a tenderer if:

* + the tenderer is guilty of a material misrepresentation in relation to its Tender, and/or any representation made during the tender process;
  + there is a change in identity, control, financial standing or other factor impacting on the prequalification selection and/or evaluation process affecting the tenderer; and/or
  + the tenderer breaches or has found to have breached the terms of conflict of interest

**Return of Tender**

The tender must be received by **24th January 2022 (9am).** Tenders should be sent to:

[procurement@communityhousing.co](mailto:procurement@communityhousing.co).uk

**Clarification of Tenders**

Community Housing reserves the right to request a clarification meeting with any tenderer. This meeting will not be scored and will only be used to seek clarity on any part of their tender.

**PLEASE NOTE THAT LATE TENDERS WILL NOT BE CONSIDERED**.

**PART 1 - ORGANISATION DETAILS**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Contact Details** | | | | | | | | | | | | | |
| Name  Lead contact | | |  | | Phone Number(s) | | | |  | | | | |
| Address | | |  | | | | | | | | | | |
| Email Address | | |  | | | | | | | | | | |
| **Organisation Details** | | | | | | | | | | | | | |
| (Registered) Company Legal Name | |  | | | | | | | | | | | |
| Year Established | |  | | | | | Company Reg. No | | | |  | | |
| Trading Name (If Different) | |  | | | | | | | | | | | |
| Registered Office Address | |  | | | | | | | | | | | |
| Is your organisation a subsidiary of another organisation? (if yes, please detail below) | | | | | | | | YES | |  | | NO |  |
| Company Status | Limited Company | | |  | | Limited by Partnership | |  | | Charity | | |  |
| Limited by Guarantee | | |  | | Sole Trader | |  | | Other | | |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Director(s) / Trustee (s) Name  *Please include all names* | | | Position(s) | | | Has any Director(s) / Trustees ever been disqualified previously / made bankrupt? | | | | |
| 1 |  | | |  | | YES |  | | NO |  | |
| 2 |  | | |  | | YES |  | | NO |  | |
| 3 |  | | |  | | YES |  | | NO |  | |
| 4 |  | | |  | | YES |  | | NO |  | |
| 5 |  | | |  | | YES |  | | NO |  | |
| 6 |  | | |  | | YES |  | | NO |  | |
| 7 |  | | |  | | YES |  | | NO |  | |
| 8 |  | | |  | | YES |  | | NO |  | |
| 9 |  | | |  | | YES |  | | NO |  | |
| 10 |  | | |  | | YES |  | | NO |  | |
| **Financial Information** | | | | | | | | | | |
| Please advise your organisations turnover in last Financial Year (£000’s) | |  | | | Year End Date | | |  | | |
| ***Please attach copies of latest audited / signed accounts*** | | | | | | | | | | |

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| **Quality Marks / Quality Assurance** |
| Please list any quality marks / standards that your organisation holds  Note: Tenders will be expected to hold external verification for the quality of their service. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract / Grant Termination** | | | | |
| Have any contracts within the last three years been terminated early? If Yes, please give details. | YES |  | NO |  |
| **Up to 200 words:** | | | | |
| **Other Details including Health and Safety, Equality and Safeguarding** | | | | |
| Do you obtain DBS Disclosures for your staff? | YES |  | NO |  |
| Please confirm that the organisation has the relevant public liability, employers, liability and professional indemnity insurance.   * *Public liability £4 million* * *Employers liability (to meet the statutory minimum requirement in place within the UK at the time – currently £5 million)* * *Professional indemnity £4 million*   *If your organisation’s application is successful, adequate insurance cover will be required. The levels are indicated above.*  *Note - evidence of sufficient cover will be required prior to any grant or contract allocation. This may be in the form of a broker’s letter or a copy of the insurance certificates. If your current insurance is insufficient to meet the minimum requirements set out, please confirm here that if awarded a grant or contract, increased cover will be available at no extra cost to Community Housing* | YES |  | NO |  |
| Do you have a Health and Safety Policy Statement / policy in place? | YES |  | NO |  |
| Do you have a Data Protection Policy? | YES |  | NO |  |
| Do you have a written equal opportunities policy in place? | YES |  | NO |  |

**PART 2 – Quality & Technical Merit**

| **APPLICATION**  Please give clear specific answers to the following questions to explain how you would deliver your services. The answers to these questions will allow the evaluation panel to fully understand your organisations submission**.   We are particularly keen to hear how you transfer the current data held onto your system to allow a complete reference point for all data.**  Please do not exceed specified word limits. |
| --- |

**Please complete / submit following in minimum font size 12, Arial and with margins of at least 2.5 cm:**

**A Data Protection and Security (15 marks available)**

1. We are responsible for collecting a large volume of personal data. On no more than 2 pages of A4 please summarise your policy and procedures for managing data protection, security of files that are stored within your systems and details of how any files would be destroyed securely when directed.

**B Previous Experience (15 marks available)**

1. We require an experienced supplier to provide this service. In no more than 2 pages of A4 please summarise the experience and success your organisation has for previously delivering a similar system for employment-based programmes.

**C Specification (15 marks available)**

1. We require a competent supplier to provide this service. On no more than 2 pages of A4 please set out your organisations approach to the key task of setting up this MIS and the estimated timescales for completion.

**D Migrating Existing Data Records (15 marks available)**

1. We require the data we already hold on file to be migrated into a new system. On no more than 2 pages of A4, please can you set out the arrangements and time frames to develop a system that can migrate existing data to allow for accurate reporting across all data.

**PART 3 – Price**

| **APPLICATION  Please set out the total price to deliver this service for the whole period of service delivery and a fixed price for any additions** |
| --- |

| **Item** | **Price (including VAT).** |
| --- | --- |
| **A single unit price to be given to include all of the following criteria:**   1. Provide a secure Management Information System for up to 2 years. 2. The system will hold confidential information that will be subject to Data Protection. The system will allow Data Segregation to ensure information is secure with access limited to only those with appropriate authority. 3. Fusion is a partnership of organisations based across Worcestershire and system needs to be cloud based to allow different partners to access across multiple platforms. 4. Sufficient Storage – without the need to increase and incur additional costs 5. The production of reports for stored participant data. 6. Single entry so that Job Coaches able to take Tablets or Mobile out with them to complete records as they interview or work with Participants. 7. As well as monitoring ‘numbers’ the system needs to allow a Job Coach to record activity with Participants. This will include face to face meetings, telephone calls, courses attended, activity undertaken with the option to attach evidence of these activities in multiple formats e.g Word, Excel etc. 8. Individual dashboards to remind Job Coaches and Managers of specific tasks and performance against their agreed individual targets that have not been met. 9. Include 2 x days for the development of new reports, data collection etc. 10. Include 2 x half day staff training sessions on the system 11. Access to a help desk to assist with day-to day queries 12. The ability to move existing information onto system whilst retaining all records and communication activity. 13. Securely provide data to Community Housing upon closure of contract and Management Information System. 14. The ability to adapt / add to existing requirements as when / if required. 15. Include the ability to sign multiple documents electronically for up to 20,000 signatures. |  |

**Completed Submissions**

On behalf of Community Housing and our funders, thank you for completing this questionnaire.

**Please note that the evaluation team may undertake site visits if deemed necessary to gain further understanding of your organisation and capacity to deliver.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Declaration: -**   * My organisation wishes to be considered to provide storage services for the BBO programme. * If our application is successful, we agree to provide references (if required) and that can be contacted and provide appropriate documentation for due diligence checks to be carried out * Up to the stage of signing of a formal agreement I can withdraw this offer at any time in writing. | | | | | |
| **Application completed by:**  This should be a Director or Senior Manager | |  | | | |
| **Position** |  | | | **Date completed** |  |
| **Contact Number** |  | | **E-mail** |  | |

**Appendix A - Data Processor Agreement**

This Data Processing Agreement (**"Agreement"**) forms part of the Contract for Services (**"Principal Agreement"**) between:

Community Housingand its subsidiary companies (**“the Group”**) including Oakleaf Commercial Services Ltd, Community Housing, and Worcestershire Telecare. Registered at 3 Foley Grove, Kidderminster, Worcestershire, DY11 7PT.

and

[Supplier Name]. Registered at [Supplier Registered Address] (**“the Supplier”**)

(together as **“the Parties”**)

where

1. The Group wishes to subcontract certain Services, which imply the Processing of Personal Data, by the Supplier.
2. The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to Data Processing including namely the UK Data Protection Act 2018, and General Data Protection Regulations (EU 2016/679)
3. The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

# **Definitions**

“**Data Controller**” has the meaning set out in the Data Protection Legislation.

“**Data Processor**” has the meaning set out in the Data Protection Legislation.

“**Data Protection Legislation**” means

1. the Data Protection Act 2018;
2. the EU Data Protection Regulation 2016/679 commonly referred to as the General Data Protection Regulations;
3. the Electronic Communications Data Protection Directive 2002/58/EC;
4. the Privacy and Electronic Communications (EC Directive) Regulations 2003;
5. the Regulation of Investigatory Powers Act 2000;
6. the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699);
7. the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011,

and all applicable laws which replace the above, together with all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by the regional supervisory authority (e.g. the Information Commissioner in the UK).

“**Data Subject**” has the meaning set out in the Data Protection Legislation.

“**Personal Data**” has the meaning set out in the Data Protection Legislation.

“**Processing**” and “**process**” has the meaning set out in the Data Protection Legislation.

# **Processing Personal Data**

1. The Group and the Supplier acknowledge that for the purposes of Data Protection Legislation, the Group is the Data Controller and the Supplier is the Data Processor of any Personal Data.
2. The Supplier shall (and shall ensure that all its staff, agents, and sub-contractors) comply with any notification requirements under Data Protection Legislation and both parties will duly observe all their obligations under Data Protection Legislation and which arise in connection with the Agreement.
3. **SUPPLIER OBLIGATIONS**

In its performance of the Services, the Supplier shall;

* 1. comply with all applicable Data Protection Legislation in the Processing of the Group’s Personal Data.
  2. process Personal Data only on documented instructions from the Group.
  3. only process Personal Data in the European Economic Area and shall not transfer, transmit or otherwise store Personal Data outside of the European Economic Area without the prior written consent of the Group. If it is agreed that personal data processed under this Agreement is to be transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.
  4. ensure the reliability and competence of persons authorised to process Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality no less onerous than those set out in the Agreement.
  5. taking into account the state of the art, and the nature, scope, context and purposes of Processing as well as the risk and severity for the rights and freedoms of natural persons, the Supplier shall implement all appropriate, technical and organisational measures including, as appropriate, the measures referred to in Article 32 of the GDPR relating to data security to ensure a level of security appropriate to that risk. Such measures will protect and safeguard against unauthorised or unlawful access to Personal Data. In assessing the appropriate level of security, the Supplier shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach. For the avoidance of doubt, measures include (but should not be limited to):
     + the pseudonymisation and encryption of Personal Data;
     + the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
     + the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
     + a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
     + specific technical or organisational measures reasonably directed by the Group.
  6. not appoint (or disclose any Personal Data to) a sub-processor to process Personal Data without:  
     + the express prior written consent of the Group; and
     + imposing the same contractual data protection obligations on such sub-processors as are in this Agreement;
  7. when using a sub-processor, regularly monitor the performance of its sub-processors and remain fully liable for the Personal Data processing activities of its sub-processors.
  8. assist the Group in ensuring compliance with Data Protection Legislation (where reasonably requested) including but not limited to assisting with the carrying out of data protection impact assessments and providing all such other information and/or data the Group may reasonably deem necessary in order to comply with its obligations under Data Protection Legislation;
  9. at the choice of the Group, promptly delete or return any or all Personal Data processed under this agreement to the Group upon written request of the Group after the end of the provision of the Services relating to processing.

AUDIT RIGHTS

* 1. The Supplier shall make available to the Group all information necessary to demonstrate compliance with the obligations laid down in this Agreement and its compliance with the Data Protection Legislation and contribute to audits, including inspections, conducted by the Group or another auditor mandated by the Group (including any regulatory bodies).
  2. Except where a Personal Data Breach has occurred, the Group shall provide the Supplier with at least five (5) business days' prior notice to perform audits and inspections of the Processor’s and its Sub-processors’ facilities in accordance with the Agreement. Any audit pursuant to this Agreement shall be limited to assessing the Processor’s compliance with its obligations under this Agreement.
  3. Except where a Personal Data Breach has occurred, no more than one such audit shall be conducted in any twelve (12) month period.

DATA BREACHES

* 1. In the event of any Personal Data breach (howsoever caused), the Supplier shall promptly and without undue delay, notify the Group of such Personal Data breach. The Supplier shall ensure that any notice given to the Group shall at the least:
     + describe the nature of the Personal Data breach including, where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
     + communicate the name and contact details of the Supplier’s data protection officer or other contact point where more information can be obtained;
     + describe the likely consequences of the Personal Data breach; and
     + describe the measures taken or proposed to be taken by the Supplier to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.
  2. The Supplier shall co-operate with the Company and take reasonable commercial steps as are directed by the Group to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

RECORDS OF PROCESSING

1. The Supplier shall maintain a record of all categories of data processing activities it carries out on behalf of the Group, containing:
   1. the name and contact details of;
      * the Supplier,
      * any sub-contractors processing data on the Supplier’s behalf,
      * the Group (or subsidiary on whose behalf the Supplier is acting), and
      * the Supplier’s data protection officer;
   2. the categories of processing carried out on behalf of the Group;
   3. where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where applicable under Data Protection Legislation, the documentation of suitable safeguards;
   4. where possible, a general description of the technical and organisational security measures that it has taken in accordance with paragraph 3.5.

DATA SUBJECT RIGHTS AND REQUESTS

* 1. Taking into account the nature of the Processing, the Supplier shall assist the Group by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the obligations to respond to requests to exercise Data Subject rights under the Data Protection Laws.
  2. The Supplier shall promptly and without undue delay notify the Group should it receive a request from a Data Subject wishing to exercise one or more Data Subject Rights in respect of Personal Data processed under this Agreement.
  3. The Supplier shall provide the Group with full co-operation and assistance in relation to any request made by a Data Subject to exercise their rights under Data Protection Legislation.
  4. The Supplier shall ensure that it (or any approved sub-processor) does not respond to Data Subject Rights requests except on the documented instructions of the Group, or as required by Applicable Laws to which the Supplier is subject - in which case the Supplier shall to the extent permitted by Applicable Laws inform The Group of that legal requirement before the Supplier (or sub-processor) responds to the request.

INDEMNITIES AND WARRANTIES

* 1. The Supplier agrees to indemnify the Group from and against any claims, fines, damages, and expenses which result from any act or omission by the Supplier in violation of Data Protection Legislation or breach of this Agreement. The Supplier shall not be liable for any portion of such claim resulting from the Group’s violation of Data Protection Legislation, this Agreement or the negligent acts or omissions of the Group. The Group shall grant the Supplier the option to control the defence and/or settlement of the claim or demand. In the event the Supplier exercises such option to control the defence/settlement, then (i) the Supplier shall not agree nor settle any claim requiring any admission of fault on the part of the Group without its prior written consent, (ii) the Group shall have the right to participate at its own expense, in the claim or suit and (iii) the Group shall cooperate with the Supplier as may be reasonably requested.
  2. Notwithstanding of any other indemnity set forth in the Agreement, in the event of any Personal Data Breach which arises from the Supplier’s act, omission, or negligent Processing of Personal Data, the Supplier agrees to reimburse the Group for necessary and properly incurred costs of the Group in: (a) preparation and mailing of notices to such individuals to whom such notification is required by law; and (b) the provision of credit monitoring services to such individuals as required by law for a period not exceeding twelve (12) months; provided that the Group gives the Supplier reasonable prior written notice of its intent to deliver such notice.

GENERAL

* 1. The terms of this Agreement form part of, and supersede any sections, schedules or clauses relating to Data Protection, Data Processing or Data Security contained within prior agreements, arrangements, and understandings between the parties.
  2. This Agreement shall be construed in accordance with English law. Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the English Courts.

This Agreement is entered into with effect from the date first set out below.

|  |  |
| --- | --- |
| Signed on behalf of the Group: | |
| Signature: |  |
| Name: |  |
| Position: |  |
| Date Signed: |  |
| Signed on behalf of the Supplier: | |
| Signature: |  |
| Name: |  |
| Position: |  |
| Date Signed: |  |