

Annex A

Call-Off Contract Template

Framework Agreement Number: ICT11448/37

Call-Off Contract Number: ICT13023 – GLA OPS

THIS CALL-OFF CONTRACT is made the 24/08/18

BETWEEN:

- (1) Greater London Authority ('GLA') ("**the Contracting Authority**"); and
- (2) Keytree Ltd, a company registered in England and Wales (Company Registration Number 5744007) whose registered office is at 114 St martins Lane, London. WC2N 4BE ("**the Service Provider**").

RECITALS:

- A. The Contracting Authority and the Service Provider have entered into an agreement dated 24/08/15 which sets out the framework for the Service Provider to provide certain Deliverables to the Contracting Authority or the Contracting Authority ("**the Framework Agreement**").
- B. The Contracting Authority wishes the Service Provider to provide the specific Deliverables described in this Call-Off Contract pursuant to the terms of the Framework Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Deliverables on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

- 1.1 The terms and conditions of the Framework Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Framework Agreement shall, except where inconsistent with the context requires otherwise, have the meanings given in the Framework Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. DELIVERABLES

- 2.1 The Deliverables to be supplied by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.
- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about this Call-Off Contract and the Deliverables to be provided and that it has made all appropriate and necessary enquiries to enable it to provide the Deliverables under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Framework Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Deliverables

to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator and Commercial Manager any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.

2.3 The timetable for any Deliverables to be provided by the Service Provider and the corresponding Milestones (if any) and Key Milestone Dates (if any) and Implementation Plan (if any) are set out in Attachment 1. The Service Provider must provide the Deliverables in respect of this Call-Off Contract in accordance with such timings and the Service Provider must pay liquidated damages in accordance with the Framework Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Deliverables in order to meet a Milestone and Key Milestone Dates. Time shall be of the essence in relation to the Key Milestone Dates where stated in the Implementation Plan.

2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Deliverables provided to the Contracting Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to the provisions of the Framework Agreement, shall continue in force **until 30th March 2020** unless terminated earlier in whole or in part in accordance with the Framework Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Framework Agreement. The Service Provider shall submit invoices in accordance with the Framework Agreement and the Charges shall be paid in accordance with this Call-Off Contract.

5. CALL-OFF CO-ORDINATOR / COMMERCIAL MANAGER AND KEY PERSONNEL

The Contracting Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the [Contracting Authority]

Signature

Name:

Title: INTERIM EXECUTIVE DIRECTOR - DEVELOPMENT, ENTERPRISE & ENVIRONMENT

Date: 25 SEPTEMBER 2018

SIGNED

For and on behalf of [*the Service Provider*]

Signature: _____

Name: _____

Title: Head of Public Sector & Professional Services____

Date: 19/9/2018

Attachment 1



1. OPS High Level
Technical Overview.d

Key Features & Delivery Dates

OPS Corporate Rollout

Key objectives

The objective of the corporate rollout project is to make the benefits of OPS available to the wider GLA. The expected outcomes of the corporate roll-out of OPS (as supported by the development supplier) are to:

- Increase the number of customisable features available to GLA staff, saving development costs as time goes on.
- Create 'one version of the truth', which will enable better and more robust reporting on key outputs across the GLA.
- Help streamline business processes and reduce the administrative burden placed on GLA partners.
- Enable the onboarding of the remaining GLA teams
- Ensure adherence to good governance and audit practices.

Delivery timeline

It is envisioned that the development supplier in the first year of development will work to extend the OPS service more widely within the Regeneration Unit and to support grant programmes identified within the Skills, Education & Youth, Environment teams and Mayor's Office for Policing and Crime (MOPAC). The Delivery Team (GLA officers working together with the supplier) will also engage with all other teams across the GLA producing a prioritised list of works for year two.

The second year of development will build on the first, whereby the development supplier will assist in rolling the system out to the remaining teams. This will involve teams in the following units: Health, Sports & Team London, Communities & Social Policy and Culture & Creative Industries. It is expected that less and less development work will be required as more is made configurable and available to other teams.

After year two it is envisaged that most relevant GLA teams will be supported by OPS and/or additional teams can be supported through configuring features already developed. It is envisaged that the OPS system will then move to a managed service model, where only smaller developments are required through a value for money maintenance contract which will be procured separately.

Key features

In addition to supporting the onboarding of teams, the selected supplier will be expected to deliver the following new features within the timescales of the contract.

- Ability to manage loan and revolving fund projects through OPS

- New feature to allow users to submit and claim against a single payment schedule
- Ability to configure and upload new project templates through the OPS interface.
- Error messaging when uploading new project templates through the OPS interface.
- Improved interface with TfL's SAP system and additional anti-fraud controls to enable OPS to make payments to individuals
- New interface with the financial system operated by the Metropolitan Police Service to allow the automation of grant payments initiated by the Mayor's Office for Policing and Crime.
- Third party access to allow contracted partners who are managing programmes on behalf of GLA to use the OPS system (creating a single data source)
- Support for micro-grants
- Support for crowdfunding
- Enhancements to support adult education procurement
- Further enhancements to site accessibility

Indicative phases of delivery

Phase	Start	Finish
OPS Rollout – Phase 1	1-Oct-18	31-Mar-19
Onboarding		
<ul style="list-style-type: none"> • Regeneration Unit • Skills • Education & Youth • Environment • Mayor's Office for Policing and Crime (MOPAC) 		
Corporate Enhancements		
<ul style="list-style-type: none"> • Manage loans and revolving funds • Third party access • UI to configure and upload project templates • Support for crowdfunding 		
OPS Rollout – Phase 2	1-Apr-19	31-Mar-20
Onboarding		
<ul style="list-style-type: none"> • Health • Sports & Team London • Communities & Social Policy • Culture & Creative Industries 		
Corporate Enhancements		
<ul style="list-style-type: none"> • Support for micro-grant and small grant funds • Interface with MPS financial system 		

- Improved TFL interface with SAP
- Further enhancements to site accessibility

End of Contract

31-Mar-20

Attachment 2 – Pricing Schedule

Rate Card

#	Role	Role Rate / Day	Role Description
1	Solutions Architect		Solutions Architect
2	Senior Developer/Developer		Solution Developer
3	Junior Developer		Solution Developer
4	Test/BA		Senior Test Analyst/Automated Test Expert/Business Analyst
5	User Experience Expert		User Experience Expert
6	User Interface Designer		User Interface Designer
7	Project Manager (Scrum Mast		Project Manager (Scrum Master)

Rate card is inclusive of expenses for work within the M25

Cost Estimate

Phase	Phase Description	Sprint #	Stage Duration	Role	No of Days	Cost / Role
1	Phase 1a	1 to 3	6 weeks	<i>Subtotal</i>	288.00	
				Solutions Architect	30	
				Senior Developer/De	90	
				Junior Developer	30	
				Test/BA	90	
				User Experience Exp	12	
				User Interface Desig	6	
				Project Manager (Sc	30	
2	Phase 1b	4 to 8	10 weeks	<i>Subtotal</i>	425.00	
				Solutions Architect	30	
				Senior Developer/De	150	
				Junior Developer	50	
				Test/BA	150	
				User Experience Exp	10	
				User Interface Desig	5	
				Project Manager (Sc	30	
3		9 to 13	10 Weeks	<i>Subtotal</i>	415.00	
				Solutions Architect	20	
				Senior Developer/De	150	
				Junior Developer	50	
				Test/BA	150	
				User Experience Exp	10	
				User Interface Desig	5	
				Project Manager (Sc	30	
4		14 - 39	52 Weeks	<i>Subtotal</i>	1,274.00	
				Solutions Architect	52	
				Senior Developer/De	260	
				Junior Developer	260	
				Test/BA	520	
				User Experience Exp	52	
				User Interface Desig	26	
				Project Manager (Sc	104	

Total Cost

Other costs

#	Hosting Costs (Annualised)	Price	Cost Description
1	12 months @ [REDACTED] AWS usage Dev environments	£ [REDACTED]	Assumed [REDACTED] month actual development environment addition to current environment costs
2		£ [REDACTED]	
3	12months Estimates Production cost, from initial release	£ [REDACTED]	Allowance estimate based upon increased production usage 50% of current use
4		£ -	
5		£ -	
6		£ -	
7		£ -	

#	Support and Maintenance Costs (Annualised)	Price	Cost Description
1	Incremental Application Support increase in support capacity by 2 days per week	£ [REDACTED]	Incremental cost of assumed additional support from go live of additional users 2 dpw
2		£ -	
3		£ -	
4		£ -	
5		£ -	
6		£ -	
7		£ -	

#	Other Costs	Price	Cost Description
1	Annual Pen Test	£ [REDACTED]	Annual Penetration Test
2		£ -	
3		£ -	
4		£ -	
5		£ -	
6		£ -	
7		£ -	

[To be completed in the initial draft by the Service Provider and to replicate Attachment 2 in the proposal]

**Attachment 3 to Call-Off Contract
Special Conditions for Call-Off Contract**

None

Annex 1 to the Call-Off Contract

1. Principles

Where the Contracting Authority or the Service Provider sees a need to change any of the Deliverables, the TfL Group's Service Manager may at any time request, and the Service Provider's Service Manager may at any time recommend, such amendment only in accordance with the formal Change Control Procedure ("**CCP**") as set out at paragraph 2.

Neither Party shall unreasonably withhold its agreement to any amendment (which includes not recommending changes to any Deliverables which are not reasonably necessary).

Until such time as an amendment to the Deliverables is made in accordance with this Change Control Procedure, the Contracting Authority and the Service Provider shall, unless otherwise agreed in writing, continue to perform the Services in compliance with its terms prior to such amendment.

Any discussions which may take place between the Contracting Authority and the Service Provider in connection with a request or recommendation before the authorisation of a resultant amendment to the Deliverables shall be without prejudice to the rights of either Party.

Any work undertaken by the Service Provider which has not been otherwise agreed in accordance with the provisions of this Annex 1 shall be undertaken entirely at the expense and liability of the Service Provider.

Procedures

Discussion between the Contracting Authority and the Service Provider concerning an amendment to the Services shall result in any one of the following:

no further action being taken;

a request to amend the Services by the Contracting Authority; or

a recommendation to amend the Services by the Service Provider.

Where a written request for an amendment is received from the Contracting Authority, the Service Provider shall, unless otherwise agreed, submit two (2) copies of a Change Control Note ("**CCN**") signed by the Service Provider to the Contracting Authority within seven (7) days of the date of the request or such other period as the Service Managers shall agree (acting reasonably).

A recommendation to amend by the Service Provider shall be submitted direct to the Contracting Authority in the form of two (2) copies of a CCN signed by the Service Provider at the time of such recommendation and the Contracting Authority shall give its response within fourteen (14) days or such other period as the Service Managers shall agree (acting reasonably).

Each CCN shall contain:

the title of the amendment;

the originator and date of the request or recommendation for the amendment;

the reason for the amendment;

full details of the amendment including any specifications;

the price, if any, of the amendment;

a timetable for implementation together with any proposals for acceptance of the amendment;

a schedule of payments, if appropriate;

details of the likely impact, if any, of the amendment on other aspects of the Services including to:

- the timetable for the provision of the amendment;
- the personnel to be provided;
- the amended charges payable under the Services (as now amended);
- the Documentation to be provided;
- the training to be provided;
- working arrangements; and
- other contractual issues;

the date of expiry of validity of the CCN; and

provision for signature by the Contracting Authority and by the Service Provider.

For each CCN submitted the Contracting Authority shall, within the period of the validity of the CCN:

allocate a sequential number to the CCN;

evaluate the CCN and, as appropriate:

request further information, or

arrange for two (2) copies of the CCN to be signed by or on behalf of the Contracting Authority and return one of the copies to the Service Provider; or

notify the Service Provider of the rejection of the CCN.

A CCN signed by the Contracting Authority and by the Service Provider shall constitute an amendment to the Services and to the Framework Agreement and otherwise no amendment shall have been agreed.

Change Control Note

Change Request No

Framework Agreement No.....dated.....

Title of Amendment.....

Originator.....

Date of request.....

The following change is requested to the Call-Off Contract identified above

Change Request (to be completed by the Contracting Authority)	
Description of Change:	
Reason/Justification:	
Affected Area(s) if relevant:	
Details of the requirement:	
Price:	
Timetable for implementation:	
Schedule of Payments:	
Details of likely impact, if any, of the amendment on other aspects of the Services-	
<ul style="list-style-type: none">• the timetable for the provision of the amendment;• the personnel to be provided;• the amended charges payable under the Services (as now amended);• the Documentation to be provided• the training to be provided;• working arrangements;• other contractual issues.	
I request that the described change be considered for inclusion in the Framework Agreement	
Signature	Date/...../.....
Position	
Approved by the Contracting Authority:	
Signature	Date/...../.....
Position	

Annex 2 to the Call – Off Contract – Additional Data Protection Clauses

A1 Privacy and Data Protection

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Authority Personal Data"	Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;
"Data Controller"	has the meaning given to it in Data Protection Legislation;
"Data Processor"	has the meaning given to it in Data Protection Legislation;
"Data Protection Impact Assessment"	a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Personal Data;
"Data Protection Legislation"	means: (a) any legislation in force from time to time in the United Kingdom which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (b) from 25 May 2018 only, 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 (the " General Data Protection Regulation "); (c) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data; and (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation;
"Data Subject"	has the meaning given to it in Data Protection Legislation;
"Personal Data"	has the meaning given to it in Data Protection Legislation;

"Processing"	has the meaning given to it in Data Protection Legislation and "Process" and "Processed" will be construed accordingly;
"Restricted Countries"	any country outside the European Economic Area;
"Sensitive Personal Data"	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
"Subject Access Request"	a request made by a Data Subject to access his or her own Personal Data in accordance with rights granted in Data Protection Legislation.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

GLA staff

Customers (organisations bidding for GLA grant)

Members of the public

A1.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

Names

Email

Postal address

Telephone numbers

Potential to add additional personally identifiable indicators for individual learners. This data may include demographics and education/achievement level.

A1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):

Security and Audit

Potentially to calculate payments based on individualised learner records

- A1.3 Without prejudice to the generality of Clause 33, the Service Provider shall:
- A1.3.1 process the Authority Personal Data only in accordance with instructions from the Authority to perform its obligations under the Contract;
 - A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:
 - A1.3.4.1 the purposes for which Authority Personal Data is Processed;
 - A1.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - A1.3.4.3 the source(s) of the Personal Data;
 - A1.3.4.4 any recipients of the Personal Data;
 - A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
 - A1.3.4.6 retention periods for different types of Authority Personal Data; and
 - A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data.
 - A1.3.5 where requested to do so by the Authority, or where Processing Authority Personal Data presents a specific risk to privacy, carry 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) and make the results of such an assessment available to the Authority;
 - A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures that are satisfactory to the Authority from time to time, against unauthorised or unlawful Processing of Authority Personal Data and against

accidental loss, destruction of, or damage to such Authority Personal Data;

- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, 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 Service Provider itself or the Authority;
- A1.3.8 notify the Authority 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 Clause A1, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;
- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- A1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority 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 the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (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 the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
- A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:
 - A1.3.11.1 from a Data Subject (or third party on their behalf):
 - A1.3.11.1.1 a Subject Access Request (or purported Subject Access Request);
 - A1.3.11.1.2 a request to rectify, block or erase any Authority Personal Data; or
 - A1.3.11.1.3 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation.
 - A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or

- A1.5.2 not Process Authority 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 the Authority;
- A1.5.3 not Process Authority Personal Data in such a way as to:
 - A1.5.3.1 place the Authority in breach of Data Protection Legislation;
 - A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - A1.5.3.3 expose the Authority to reputational damage including adverse publicity;
- A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
- A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
- A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
- A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
- A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any

Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).

A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:

A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:

A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;

A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;

A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;

A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;

A1.7.2 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;

A1.7.3 the Service Provider shall comply with any instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:

A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and

A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.

A1.8 The Service Provider and any sub-contractor (if any), acknowledge:

- A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's instructions and the Contract;
- A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;
- A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
- A1.8.4 notwithstanding Clause 25.2.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:
 - A1.8.4.1 exercise its step in rights pursuant to Clause A16;
 - A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - A1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.10 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
 - A1.12.1 may Process the Authority 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 Clause A1.10.2);
 - A1.12.2 subject to Clause A1.10.1, shall;
 - A1.10.2.1 on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
 - A.10.2.2 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.11 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.10.
- A1.12 For the avoidance of doubt, and without prejudice to Clause A1.10, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.13 The indemnity in Clause 39 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.

A1.14 The Parties' liability in respect of any breach of Clause 24.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

