

LPP GROUP

Company Mandatory Policies

1. Introduction

This document sets out the Company's Mandatory Policies which are referenced in the Invitation to Tender and/or Agreement.

By responding to an ITT and/or entering into an Agreement, you hereby acknowledge that you have read, understood and shall adhere to these Mandatory Policies.

2. Defined Terms

"Adequate Procedures"	has the meaning given to it in the Bribery Act;
"Affiliate"	means in relation to a Party, any person which, from time to time, Controls that Party, is Controlled by that Party, or is under common Control with that Party. For the purposes of the aforesaid "Control" has the meaning given in sections 450 and 451 of the Corporation Tax Act 2010 and "Controls" and "Controlled" shall be interpreted accordingly;
"Agreement"	means any contractual or other document entered into between the Parties, which is read in conjunction with these Mandatory Policies;
"Applicable Law"	means all laws, statutes, regulatory rules and regulations applicable to a Party relevant to its rights and obligations under the ITT and/or Agreement;
"Bribery Act"	means the Bribery Act 2010 as amended, updated or replaced from time to time;
"Business Day"	means any day other than Saturday or Sunday or a public or bank holiday in the United Kingdom;
"Commercially Sensitive Information"	means confidential and/or commercially sensitive information relating to a Party and its Affiliates which is held by or provided to the other Party;

“Company”

means Local Pensions Partnership Ltd or Local Pensions Partnership Investments Ltd, and each of their respective Affiliates, as the case may be;

“Data Protection Laws”

all Applicable Law relating to privacy or the use or processing of data relating to natural persons including:

- (a) the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR;
- (b) Directive 2002/58/EC (as amended by 2009/136/EC) as implemented by the Privacy and Electronic Communications (EC Directive) Regulations 2003 in each case as may be amended or replaced from time to time including as at the date of the Agreement by the proposed Regulation on Privacy and Electronic Communications;
- (c) any legislation that, in respect of the United Kingdom, replaces the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of Personal Data and privacy as a consequence of the United Kingdom leaving the European Union; and
- (d) all related regulations, regulatory codes of practice and guidance issued from time to time, including from the Information Commissioner's Office ("ICO");

“FoIA”

means Freedom of Information Act 2000, as amended, updated or replaced from time to time;

“Invitation to Tender” or “ITT”

means the invitation to tender issued by the Company to which You are invited to bid for the services specified therein;

“Party” means individually the Company and (a) the relevant counter-party to the Agreement and/or (b) a respondent to an ITT, as the case may be;

“Prohibited Act” means:

- (a) directly or indirectly offering, promising or giving any person working for or engaged by the other Party or the Company a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Agreement; or
- (c) committing any offence:-
 - (i) under Anti-Bribery Laws;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to the Agreement or any other contract with the other Party; or
- (d) defrauding, attempting to defraud or conspiring to defraud the other Party;

“Request for Information” means a request for information pursuant to the FoIA, where Commercially Sensitive Information is requested;

1. **Anti-Bribery and Corruption Policy**

1.1 Each Party will, and will ensure that its agents and Affiliates will:

- 1.1.1 not do or omit to do any act or thing which constitutes or may constitute a Prohibited Act;
 - 1.1.2 without prejudice to **clause 1.1.1**, not do or omit to do any act or thing which causes or may cause the other Party to be guilty of an offence under section 7 of the Bribery Act (or would or may do so if the other Party was unable to prove that it had in place Adequate Procedures designed to prevent persons associated with it from undertaking such conduct);
 - 1.1.3 have, and comply with, Adequate Procedures;
 - 1.1.4 from time to time, at the reasonable request of the other Party, confirm in writing that it has complied with its undertakings under **clauses 1.1.1 to 1.1.3** (inclusive) and will provide information reasonably requested by the other Party in support of such compliance; and
 - 1.1.5 promptly give written notice to the other Party upon a breach, or suspected breach, of any of its obligations under this **clause 1.1**.
- 1.2 If either Party, its Affiliates or anyone acting on its behalf or to its knowledge commits any Prohibited Act in relation to the ITT or the Agreement or in relation to any matter or activity pertaining to any public body in the United Kingdom, the Party committing or having knowledge of the Prohibited Act shall promptly inform the other Party of the occurrence of such Prohibited Act and render all such assistance to the other Party as may reasonably require in investigating such acts.
- 1.3 Each Party shall notify the other in writing of its authorised persons from time to time to whom it may make a qualifying disclosure under the Public Interest Disclosure Act 1998 and declares that any of its representatives and employees making a protected disclosure (as defined by that Act) shall not for that reason be subjected to any detriment or disadvantage.

2. **Freedom of Information**

- 2.1 Each Party acknowledges and agrees that the Company is a public authority for the purposes of the FoIA and is therefore subject to the requirements of and FoIA and may receive Requests for Information. Accordingly, the other Party agrees reasonably to assist and cooperate with the Company, bearing in mind always the time limits imposed under the FoIA as notified to it by the Company, to enable the Company to comply with its obligations under the FoIA.
- 2.2 Subject to **clause 2.3.3** and without prejudice to **clause 2.6**, where the Company receives a Request for Information:
- 2.2.1 the Company shall notify the other Party as soon as reasonably possible, confirming what Commercially Sensitive Information is being requested;
 - 2.2.2 the Company agrees to consider any reasonable comments from the other Party as to whether a relevant exemption/exception to the requirement to disclose the Commercially Sensitive Information under

the FoIA might be applicable, provided that other Party provides such comments within a reasonable time (and in any event within five Business Days of being notified of the Request for Information) so that the Company has a reasonable opportunity to consider the other Party's comments prior to the deadline for the Company to respond to the Request for Information;

- 2.2.3 to the extent that the other Party holds information or records on behalf of the Company (for example, where it is acting as a Data Processor for the Company), upon request, the other Party agrees to provide the Company with a copy of all such information related to the Request for Information, in the form that the Company reasonably requires within five Business Days (or such other period as the Company may reasonably specify) of the Company's request;
- 2.2.4 the other Party agrees to provide all necessary assistance as reasonably requested by the Company in connection with any such Request for Information, to enable the Company to respond to a Request for Information within the time for compliance set out in the FoIA;
- 2.2.5 the other Party agrees not to respond directly to any such Request for Information or otherwise make any public statement in relation to it, without the prior written consent of the Company.

2.3 The Company will notify the other Party as soon as reasonably possible if it:

- 2.3.1 receives a complaint in relation to the handling of a Request for Information;
- 2.3.2 becomes aware that an application has been made to the Information ICO for a decision in relation to the Request for Information;
- 2.3.3 becomes aware that the ICO has served any notice on it in relation to the Request for Information;
- 2.3.4 becomes aware that an appeal has been made to the Information Tribunal or the court in relation to the Request for Information; or
- 2.3.5 becomes aware that Commercially Sensitive Information has been or is about to be disclosed to a third Party pursuant to a decision of the ICO, Information Tribunal or court without the Company's prior written consent,

and in each case shall provide the other Party with such details as may reasonably be requested by the other Party.

- 2.4 The other Party agrees to provide all reasonable assistance as requested by the Company, in relation to anything in this **clause 2**.
- 2.5 The other Party acknowledges that in some circumstances it may not be possible or reasonable for the Company to provide notice of any Request for Information (or other matters described in **clauses 2.22** or **2.33**) or to consider the comments of other Party in relation to it, prior to responding to such a request.

- 2.6 The Company shall have the sole discretion, acting reasonably at all times, to decide the extent of disclosure of any Commercially Sensitive Information in response to an Information Request. In so doing, the Company shall consider the availability of any exemptions and/or limitations on any such disclosure pursuant to the FIOA, where appropriate under the guidelines or instructions of the ICO.

3. **Data Protection**

- 3.1 In this **clause 3**, all terms used (including Data Subject, Data Controller, Personal Data, Process and Processing) will have the meanings given to them in the Data Protection Laws.
- 3.2 The Parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when Processing Personal Data in connection with the Agreement.
- 3.3 Each Party shall maintain records of all Processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any Data Protection Regulator on request.
- 3.4 To the extent that either Party Processes Data on behalf of the other Party pursuant to the Agreement, the Data Processor shall:
- 3.4.1 Process such Personal Data (i) only in accordance with the Data Controller's written instructions from time to time (including those set out in the Agreement), unless it is otherwise required by Applicable Law (in which case, unless such law prohibits such notification on important grounds of public interest, the Data Processor shall notify the Data Controller of the relevant legal requirement before Processing the Personal Data), and (ii) only for the duration of the Agreement;
 - 3.4.2 not Process such Personal Data for any purpose other than those set out in the Agreement or otherwise expressly authorised by the Data Controller;
 - 3.4.3 take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when Processing such Personal Data;
 - 3.4.4 implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
 - 3.4.5 not transfer, access or otherwise Process such Personal Data outside the UK or the European Economic Area without the prior written consent of the other Party (and, if the other Party so consents, take such steps as are required by the other Party to ensure that the relevant transfer, access or other Processing complies with the Data Protection Laws);

- 3.4.6 inform the other Party within 24 hours if any such Personal Data is (while within the its own, its subcontractors' or Affiliates' possession or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;
 - 3.4.7 only appoint a third party (including any subcontractors and Affiliates) to process such Personal Data with the prior written consent of the Data Controller, and notwithstanding any such appointment the Data Processor shall be liable for the acts and omissions of any such third party as if they were the acts and omissions of the Data Processor;
 - 3.4.8 not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Party or as expressly provided for in the Agreement;
 - 3.4.9 as the other Party so directs, return or irretrievably delete all Personal Data on termination or expiry of the Agreement, and not make any further use of such Personal Data (except to the extent Applicable Law requires continued storage of the Personal Data by the Data Processor and the Data Processor has notified the other Party accordingly, in which case the provisions of this **clause 3.4** shall continue to apply to such Personal Data);
 - 3.4.10 provide to the other Party and any Data Protection Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this **clause 3.4** and/or the Data Protection Laws;
 - 3.4.11 permit the other Party or its representatives to access any relevant premises, personnel or records of the Data Processor on reasonable notice to audit and otherwise verify compliance with this **clause 3.4**;
 - 3.4.12 take such steps as are reasonably required to assist the Data Controller in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
 - 3.4.13 notify the other Party within two (2) Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
 - 3.4.14 provide the Data Controller with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.
- 3.5 Other than where a Party Processes Personal Data on behalf of the other Party pursuant to the Agreement, the Parties acknowledge that for the purposes of the Data Protection Laws each will be a Data Controller in respect of Personal Data which the Parties may share under the Agreement for the purposes of servicing the relationship between the Parties (which such Personal Data may include that relating to individual employees in connection with evidencing internal compliance or providing contractual sign-off in connection with the Agreement or general correspondence for the management of the Agreement). The Parties will comply at all times with their obligations under

the Data Protection Legislation when Processing shared Personal Data and will not by any act or omission cause the other Party to be in breach of any of its obligations under the Data Protection Laws.

- 3.6 If either Party receives any complaint, notice or communication which relates directly or indirectly to the Processing of Personal Data by the other Party or to either Party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other Party and it shall provide the other Party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

4. **Confidentiality and Disclosure**

- 4.1 Subject to **clause 4.2**, each Party shall use all reasonable endeavours to prevent disclosure, other than to its Affiliates, to any person, firm or company whatsoever of any information of a confidential nature relating to the business (including the terms of the ITT and the Agreement), investments, finances or other matters of a confidential nature of the other which may come into its possession, including (but not limited to) in the course of communications under the ITT and/or providing or receiving the services under the Agreement.
- 4.2 The confidentiality and non-disclosure obligations under **clause 4.1** do not apply:
- 4.2.1 where the Party in receipt of such information has the authority of the other Party to make the disclosure; or
 - 4.2.2 where it reasonably considers it appropriate to make such disclosure to the Financial Conducts Authority, the ICO or any other regulatory body or authority or by any equivalent jurisdiction; or
 - 4.2.3 where disclosure is made to insurers, auditors or legal or tax advisers where necessary (including but not limited to under the FIOA); or
 - 4.2.4 where such information has otherwise come into the public domain.