



# **Specification**

## **Provision of Online Training Licenses**

# Contract Reference: PS/21/82

**Date:08/07/2021**

**Version:V1**

|  |                                     |
|--|-------------------------------------|
| <b>1. Introduction</b>   | <b>3</b>                            |
| <b>2. Background to the Requirement</b>  | <b>3</b>                            |
| <b>3. Procurement Timetable</b>  | <b>3</b>                            |
| <b>4. Scope</b>  | <b>4</b>                            |
| <b>5. Implementation and Deliverables</b>  | <b>4</b>                            |
| <b>6. Specifying Goods and / or Services</b>   | <b>5</b>                            |
| <b>7. Quality Assurance Requirements</b>   | <b>5</b>                            |
| <b>8. Other Requirements</b>   | <b>5</b>                            |
| <b>9. Management and Contract Administration</b>                                     | <b>12</b>                           |
| <b>10. Training / Skills / Knowledge Transfer</b>                                    | <b>12</b>                           |
| <b>11. Documentation</b>   | <b>12</b>                           |
| <b>12. Arrangement for End of Contract</b>   | <b>13</b>                           |
| <b>13. Evaluation Criteria</b>   | <b>13</b>                           |
| <b>14. Points of Contact</b>   | <b>15</b>                           |
| <b>15. Annexes:</b>  | <b>Error! Bookmark not defined.</b> |
| Annex 1 – Evaluation Criteria Quality and cost factors:                              | <b>Error! Bookmark not defined.</b> |
| Annex 2 Part 1 - 1. DATA PROTECTION  | 18                                  |
| Annex 2 Part 2 – Schedule [X]: Schedule of Processing, Personal Data & Data Subjects | 21                                  |
| Annex 3 - Statement of Assurance Questionnaire                                       |                                     |

## 1. Introduction

The Department for Transport (DfT) invites proposals for the following services. This contract will be subject to the DfT standard Conditions of Contract.

The Driver and Vehicle Licensing Agency (DVLA) is an Executive Agency of the Department for Transport, based in Swansea and employs around 5,000 staff. The Agency's primary aims are to facilitate road safety and general law enforcement by maintaining accurate registers of drivers and vehicle keepers and to collect Vehicle Excise Duty.

## 2. Background to the Requirement

The DVLA are one of the first in Government to have a fully operational in-house IT function. To support this our ITS department are now focusing on increasing technical roles and knowledge.

The next steps are to maximise the potential of the workforce and significantly increase their knowledge and expertise, particularly within some disciplines where expertise is scarce, therefore specialist training for teams of differing expertise is required. Other departments within the Agency will also be on boarding.

In order to develop their capability a change approach is required and it has been identified that each department has a need for an accessible an online learning platform. This requirement will support the increase of technical skills in line with the DVLA Strategy.

## 3. Procurement Timetable

The timetable for this Procurement is set out in Invitation to Tender (ITT). This timetable may be changed at any time but any changes to the dates will be made in accordance with the Regulations (where applicable).

Potential tenderers will be informed if changes to this timetable are necessary.

| Description                              | Date       |
|--|------------|
| Invitation to Tender issued              | 15/07/2021 |
| Deadline for supplier questions          | 19/07/2021 |
| Deadline for DVLA responses to questions | 20/07/2021 |
| Deadline for receipt of Tenders          | 22/07/2021 |
| Evaluation of Responses                  | 23/07/2021 |
| Bid clarification requested              | TBC        |
| Bid clarification received               | TBC        |

|                                |            |
|--------------------------------|------------|
| Evaluation Report and Sign Off | 12/08/2021 |
| Award                          | 12/08/2021 |

#### 4. Scope

The requirement is specifically for the procurement of 586 user subscriptions (licences) to enable DVLA staff to access the online training facilities provided by Udemy Business for on-demand training content in line with business needs. These licenses will need to be in place and active from 30<sup>th</sup> July 2021, enabling users to access all Udemy content from this date. This will ensure a continuity in service for current Udemy licenses.

There is an absolute need for flexibility when training is undertaken so as to minimise impact on operational services. Therefore all training content should be accessible at any premises 24/7 (i.e. on or off DVLA premises, at any time of day/night), ensuring everyone can undertake online training at a time to suit them irrespective of their working pattern.

The supplier will provide intensive and consistent training that will ensure each delegate is competent in the given subject matter of each course.

License holders will require access to the entirety of Udemy online training, this not limited to specific courses. All content must be accessible for the duration of the contract which is 1 year.

The supplier must provide separate URL's for ITS, OCSD, SPCD & HRED to ensure that there is clear definition of licence allocation between departments, and the provision of separate reporting functions; ITS require 400 licences, OCSD require 156 licences, SPCD require 18 and HRED require 12. The supplier must provide online dashboard reporting, including directorate wide statistics with information on how many users have accessed the site and what training has been undertaken, with the functionality to drill down to individual user information. The reporting function must also show admins evaluations and results for any learning assessments undertaken, where applicable.

The supplier must maintain the system and provide support to any access or password issues.

The requirement includes the potential transfer of around 20% of the total licences for repurposing. This repurposing would be based on people leaving their roles due to promotion/moved roles, left ITS/OCSD/agency, etc.

Should any equipment other than delegate laptops be required to be supplied by DVLA to enable the training to take place, the supplier must identify this.

#### 5. Implementation and Deliverables

Starting from July 30<sup>th</sup> 2021, licenses will be valid with access to all Udemy content for the duration of the contract which will be one year. Following the one year period a review

of agency requirements will be carried out to identify whether there is a further requirement for online training to support the ongoing programme of continuous development.

## 6. Specifying Goods and / or Services

The supplier must be able to deliver online courses stated above in a consistent manner for all delegates within the timeframe stated. License holders will require full access to all Udemy online courses and content as a learner. Also, we require 4 reporting functions split between ITS, OCSD, HRED & SPCD.

## 7. Quality Assurance Requirements

The provider must confirm their ability to provide access to Udemy for Business online resources for the duration of the contract, which is 1 year in length.

## 8. Other Requirements

### 8.1 Information Assurance

#### **Removable Media**

Tenderers should note that removable media is not permitted in the delivery of this Contract. Where there is a requirement for Contractor's Staff to take data off site in electronic format, the DVLA will consider if it is appropriate to supply an encrypted hard drive.

#### **Security Clearance**

##### **Level 1**

Tenderers are required to acknowledge in their response that any Contractors' Staff that will have access to the DVLA site for meetings and similar (but have no access to the DVLA systems), must be supervised at all times by DVLA staff.

#### **Information Supply Chain**

Tenderers are required to confirm how DVLA Data will be securely managed at each stage of the Information Supply Chain. This applies to both Contractors and Sub-Contractors. Retention schedules will need to be defined and agreed prior to award of contract.

### **Processing of Government Data**

This contract will require the successful tenderer to process Government data on DVLA's behalf. The successful tenderer will be required to complete a Statement of Assurance Questionnaire (SoAQ) prior to formal contract award and before any processing of data commences in relation to this contract, to satisfy DVLA that its data will be appropriately protected. The SoAQ is included as part of this Invitation to Tender (ITT). The purpose of the Questionnaire is to assess the maturity of policies, systems and controls associated with the handling of our data. The Questionnaire was developed for use throughout the Government supply chain and is based on ISO27001 criteria and aligned to the HMG Security Policy Framework.

Tenders are required to confirm their understanding and acceptance of the requirement to complete and return the Questionnaire during the Standstill Period.

The completed Questionnaire will be assessed by our Information Assurance Group and DVLA will work with the successful tenderer to address any information aspects requiring improvement.

The HMG Security Policy Framework requires Departments to conduct an annual compliance review of third party suppliers. The Questionnaire will therefore need to be completed annually throughout the term of the contract in order to assess ongoing compliance. DVLA may also audit suppliers to validate the responses and evidence provided in the Questionnaire.

### **Processing Personal Data**

Please note that the successful tenderer as part of the contract agrees to comply with all applicable requirements of UK Data Protection Legislation (including UK GDPR) and all applicable Law about the processing of personal data and privacy.

Data concerning accounts that are no longer used should be returned and/or deleted if there is no longer a requirement to retain it.

### **Schedule of Processing, Personal Data and Data**

The processing of personal data has been identified as part of this requirement. Please refer to the Terms and Conditions of this contract for full details of the instructions to be followed when processing data.

### **Offshoring of Government Data**

Government policy is that data it holds should be protected appropriately regardless of location.

Offshoring is defined as “Any arrangement where the performance of any part of the services or a solution under a contract may occur outside the UK for domestic (UK) consumption.”

When offshoring is described, the focus is typically on the physical location where data is hosted (such as where are the data centres located). Whilst physical location of data is a critical part of the offshoring question, it is important to understand how and where data might be logically accessed. Administrators or technical support staff may be located anywhere in the world, with logical access to data.

Tenderers must indicate in their response whether any DVLA data supplied as part of the contract, would be offshored. If so, tenderers must confirm the location(s) including the location of any business continuity, disaster recovery and technical support staff.

All Central Government Departments and Agencies are required to seek approval for any proposed offshoring activity, which ensures that information held offshore is appropriately managed and that pan-government risks are identified, tracked and managed, where appropriate.

In the event that the successful tenderer proposes to offshore any DVLA Data as part of the contract, they would be required to provide details about the processing to be carried out offshore, the privacy risks and the security controls in place to protect the data. If the intention is to store the information in a cloud environment outside the UK, the successful tenderer will also need to confirm the extent to which the environment complies with the cloud security principles. This information would be used to submit the offshoring proposal for approval.

Any request to offshore must receive clearance prior to the commencement of any data processing activity.

## **8.2 Cyber Security- Not Required.**

### 8.3 Data Sharing

DVLA's Contract Owner will work with the successful tenderer to implement any information sharing or data sharing procedures and associated DVLA requirements that may be needed at any point during the lifecycle of the contract.

Information or data sharing procedures will need to be formally assessed and approved by DVLA through the Agency's Data Sharing Clearance Process, managed by DVLA's Data Sharing Strategy & Compliance team (DSSC).

The Contractor will submit any requirements for information / data sharing via the Contract Owner to the DVLA who will consider the changes through this Data Sharing Clearance process. Any proposals shall be considered and if approved an implementation plan will be formally offered to and accepted by both the DVLA and the Contractor before commencement.

This approvals process is designed to assess and identify additional measures and safeguards that may be required to protect data to those already stated in this specification document.

### 8.4 Sustainability

The DVLA is committed to reducing any negative impacts produced by our activities, products and services. This aligns to the Government's Greening Commitment which states we must: "Continue to buy more sustainable and efficient products and services with the aim of achieving the best long-term, overall value for money for society."

DVLA is certified to ISO 14001:2015 and more information is available in our Environmental Policy at:

<https://www.gov.uk/government/publications/dvlas-environmental-policy>

The DVLA require the Supplier to confirm their understanding and acceptance of each point **8.4.1 – 8.4.5** and supply information if it has been requested.

**8.4.1** - The DVLA is committed to sustainability and as such the Supplier should consider this as part of their submission.

The DVLA requires the Supplier to:

- Comply with the DVLA's Environmental Policy  
<https://www.gov.uk/government/publications/dvlas-environmental-policy>
- Where appropriate, assist the DVLA in achieving its Greening Government Commitments as detailed on



<https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2021> i.e. Reduce CO<sub>2</sub> emissions through energy consumption and travel, reduce water consumption and waste produced;

- Be able to evidence continual environmental improvements in their own organisation (ideally through a certified EMS, i.e. ISO 14001, Green Dragon etc);
- Ensure its own supply chain does not have negative environmental or social impact;
- Where required, be able to provide data on carbon emissions related to the products / services being supplied to aid with scope 3 emission calculations.
- Provide the specified goods/services without the use of single use plastic in line with government commitments.

**8.4.2** - The Supplier shall provide their sustainability or environmental policy.

**8.4.3** - The Supplier shall be able to meet and evidence conforming to the [Government Buying Standards](#).

## **Paper**

**8.4.4** - The DVLA requires management information on the paper used as A4 reams equivalent on a monthly basis.

## **Waste**

**8.4.5** - The Supplier shall promote a recycling route(s) to reduce further waste arising and consumption of natural resources. Any waste shall be disposed of correctly and accordance with the waste duty of care.

## **IT**

**8.4.6** - Ensure that any activities conform to overarching principles in the Greening Government ICT Strategy and Green ICT workbook. Namely, the government's vision of "A cost effective and energy efficient ICT estate, which is fully exploited, with reduced environmental impacts to enable new and sustainable ways of working for the public sector."

## **8.5 Health and Safety**

DVLA has an Occupational Health and Safety Management System that is certificated to ISO45001. Further information on our Health & Safety Policy, is available on request from the Commercial Advisor. (See Section 14 for Points of Contact):

## **8.6 Estates – not applicable**

## **8.7 Diversity and Inclusion**

Any training provided by Udemy Business and which is accessed by our staff should also be compatible for anyone who has assistive technology or has any accessibility needs.

Any training content should also be in line with our diversity and inclusion values and any the supplier should be provided with a copy of our Diversity & Inclusion Policy so they are aware of expected standards of behaviours.

## **8.8 Business Continuity – Not required for license renewals.**

## **8.9 Procurement Fraud**

The Driver and Vehicle Licensing Agency (DVLA) adopts a zero tolerance approach to procurement fraud and bribery.

A counter fraud and bribery culture has been embedded at DVLA and is actively promoted amongst all staff, including procurement specialists.

DVLA is committed to continually improve the awareness and understanding of its staff to actively prevent, deter and detect procurement fraud and bribery.

DVLA expects the highest standards of conduct and integrity from its staff, potential suppliers and its contractors. Individuals and organisations have a responsibility, in deterring procurement fraud and bribery and to report any instances where it is suspected or detected.

DVLA requires potential suppliers and its contractors to;

- act with integrity, propriety, honesty, objectivity, accountability and openness,
- take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud and bribery by its staff and any sub-contractors,
- actively avoid, prevent and deter any behaviour or activity that might be considered as collusion, i.e. operating a cartel, bid rigging, bid suppression, cover bidding, bid rotation, market division and price fixing;
- actively avoid, prevent and deter any behaviour or activity that might be considered as bribery or corruption, in contravention of The Bribery Act 2010, e.g. paying or receiving a sum of money, or other inducement, directly or indirectly to any person/s in relation to any DVLA contract or tender for goods, works or services;
- declare without delay any conflict of interest that might arise before, during or after a procurement process,
- provide and maintain accurate contract performance records/data,
- provide and maintain accurate financial documentation, e.g. invoices,
- report without delay any fraudulent behaviour identified
- co-operate with any fraud investigations undertaken by DVLA

DVLA requires its staff to;

- act with integrity, propriety, honesty, objectivity, accountability and openness,
- be alert to the possibility that unusual events or transactions could be indicators of procurement fraud and bribery,
- report details immediately through the appropriate channel if procurement fraud and bribery is suspected,
- Co-operate fully with the DVLA Fraud Policy & Investigations Team.

In addition, DVLA requires its procurement specialists to;

- prevent, deter and detect procurement fraud and bribery,
- ensure adequate control measures exist and operate effectively,
- assess the risk of procurement fraud and bribery,
- regularly review and test control measures and implement new control measures where necessary.

DVLA has a zero tolerance approach to procurement fraud and bribery. If procurement fraud or bribery is identified or suspected, please contact us, in confidence, immediately on the following numbers:

DVLA Fraud Policy & Investigations Team – 01792 782650

DVLA Whistle-blowing Hotline – 01792 788883

If procurement fraud or bribery is suspected, DVLA will consider and investigate and may report the matter to:

- the Police
- other prosecuting authorities
- counter fraud organisations

If procurement fraud or bribery is proven (i.e. sanctioned), DVLA may:

- exclude a potential supplier from a procurement procedure,
- suspend or terminate a contract with a supplier,
- take steps to recover financial losses.

## **8.10 Use of DVLA Brands, Logos and Trademarks**

The Authority does not grant the successful supplier licence to use any of the Authority's brands, logos or trademarks except for use in communications or official contract documentation, which is exchanged between the Authority and the successful supplier as part of their fulfilment of the Contract.

Approval for any further specific use of the Authority's brands, logos or trademarks must be requested and obtained in writing from the Authority.

## **9. Management and Contract Administration**

The Lead Officer and Contract Owner will review the contract performance with delegates, and feed back to the supplier.

A Purchase Order Number for this requirement will be provided to the supplier. Invoices must be sent to DfT Shared Service arvato and copied, with the relevant worksheets, to DVLA's Contract Owner with the specified Purchase Order number.

Further information on invoicing and payment procedures are contained within our Instructions to Tenderers document.

### **Sub-contracting to Small and Medium Enterprises (SMEs)**

DfT is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their sub-contacts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see our [website](#) for further information).

To help us measure the volume of business we do with SMEs, our Form of Tender document asks about the size of your own organisation and those in your supply chain.

If you tell us you are likely to sub-contract to SMEs, and are awarded this contract, we will send you a short questionnaire asking for further information. This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice on our website.

## **10. Training / Skills / Knowledge Transfer**

This requirement is for the provision of Udemy for Business online and on-demand training courses, required for professional development training.

There is no specific training/skills/knowledge transfer required for this contract other than what has been outlined in the scope.

## **11. Documentation**

As this is online training there is no expectation that any training material will be required, however the training content must be provided in a format suitable for achieving the intended outcome of the training course.

The supplier must provide separate URL's for ITS and OCSD, to ensure that there is clear definition of licence allocation between departments, and the provision of separate reporting functions.

The supplier should provide online dashboard reporting, including directorate wide statistics with information on how many users have accessed the site and what training has been undertaken, with the functionality to drill down to individual user information.

Prior notice of planned system outages and updates is desirable.

## **12. Arrangement for End of Contract**

The Agency does not wish for the contract to be automatically renewed after the stipulated duration. The supplier should notify the Agency prior to 30 days before the contract expires to notify us of this. The Contractor shall fully cooperate with the agency to ensure a fair and transparent re-tendering process for this contract. This may require the Contractor to demonstrate separation between terms occupied on the existing Contract and those involved in tendering for the replacement contract to prevent actual (or perceived) conflicts of interest arising.

## **13. Evaluation Criteria**

### **Overview of the Evaluation Process**

The information below sets out and explains the procedure, stages and process by which Tenders will be assessed.

### **Award Stage**

The Award Stage will comprise of three elements:

- an evaluation of mandatory requirements. These will be assessed on a pass/fail basis. Tenders that fail any of the mandatory requirements may be disqualified from further consideration.
- an evaluation of the Tender based on Quality Factors; and
- an evaluation of the prices tendered.

### **Quality Factors:**

Selection will be based on the evaluation criteria encompassing the most economically advantageous tender, which demonstrates a high degree of overall value for money, competence, credibility and ability to deliver.

This tender will be evaluated using the following weightings to obtain the optimal balance of quality and cost.

|         |     |
|---------|-----|
| Price   | 70% |
| Quality | 30% |

The Quality Factors will be assessed against the criteria specified in Annex 1.

### **Quality Factors Scoring Methodology**

The evaluation of each response to the Quality/Service delivery will be conducted and consensus checked in accordance with the Consensus Marking Procedures set out below.

Each response to questions within the Quality/Service delivery will be marked in accordance with the table below:

| <b>Points awarded</b> | <b>Description</b>  |
|-----------------------|---|
| 3                     | The Tenderer demonstrates fully that they can meet the requirement as detailed in the Specification |
| 2                     | Minor concerns/issues that the requirement can be met   |
| 1                     | Major concerns/issues that the requirement can be met   |
| 0                     | Does not meet the requirement, not addressed or no evidence provided                                |

Each mark achieved will be multiplied by the corresponding weighting to provide an overall score.

When the score for each question has been determined they will be added together to provide an overall score for the Quality Evaluation ("Quality Score").

### **Financial / Price Factors Scoring Methodology:**

Prices submitted by Potential Providers in the Price Schedule for the tender will be recorded and evaluated in accordance with the following process.  
Potential Providers are required to submit a price for each field of the Price Schedule.

The supplier must submit a price which is inclusive of the total cost of all courses including exams where applicable, course material, certificates etc.

Prices offered will be evaluated against a range of prices submitted by all Potential Providers for that item.

The Potential Provider with the lowest price for the contract shall be awarded the Maximum Score Available. The remaining Potential Providers shall be awarded a percentage of the Maximum Score Available equal to their price, relative to the lowest price submitted.

The calculation used is the following:

$$= \frac{\text{Lowest Price Tendered}}{\text{Tender Price}} \times \text{Maximum Score Available}$$

## 14. Points of Contact

|  |         |   |
|--|---------|---|
| <b>Commercial Advisor</b>                    | Name    | Elin Foster / Jean Jackson  |
|  | Tel     |   |
|  | e-mail  | Elin.Foster@dvla.gov.uk<br>Jean.Jackson@dvla.gov.uk   |
|  | Address | The Driver and Vehicle Licensing Agency (DVLA)<br>Longview Road<br>Morrison<br>Swansea<br>SA6 7JL |
| <b>Project Lead/Business Area Contact HR</b> | Name    | Caitlin Byers   |
|  | Tel     |   |
|  | e-mail  | Caitlin.byers@dvla.gov.uk   |

**All queries/questions should be sent to the Commercial Advisor**



## 15. Annex 1 – Evaluation Criteria: Quality and Cost Factors

| Mandatory Criteria  |                          |                         |               |  |
|---|--------------------------|-------------------------|---------------|--|
| Question  | Minimum Acceptable score | Maximum Available Score | Weighting (%) | Supplier to state how they meet the criteria (page no* or reference from proposal) |
| Supplier must be able to provide the required number of licences and access to online training content for the duration of the contract.  | Pass                     | Pass                    | Pass/Fail     |  |
| Please confirm that within 48 hours of award you will detail your escalation procedures, the different levels of escalation and names that will apply to this contract. Please ensure you will provide all parties involved in the supply chain. To articulate this we mean your internal escalation and any external escalations the distributors, supplier(s) you/we will be dealing with and also the vendor if they will provide this information.<br><br>Not able to = Non-compliant | Pass                     | Pass                    | Pass/Fail     |  |



| Primary Criteria | Primary Criteria Weighting (%) | Sub-criteria weighting and description  | Individual Sub -Criteria Weighting (%) | Supplier to state how they meet the criteria (page no* or reference from proposal) |
|------------------|--------------------------------|---|--|--|
| Online training  | 30%                            | Ability to deliver on demand courses within prescribed timescales, which are compatible with relevant DVLA IT packages, i.e. Windows or Linux.<br>Supplier to provide information on IT systems required to access training and support for password errors etc.  | 10                                     |  |
|                  |                                | The supplier must provide separate URL's for ITS and OCSD, to ensure that there is clear definition of licence allocation between departments, and the provision of separate reporting functions; ITS require 400 licences, OCSD require 156 licences, SPCD require 18 and HRED require 12.<br><br>The supplier should provide online dashboard reporting, including directorate wide statistics with information on how many users have accessed the site and what training has been undertaken. | 10                                     |  |
|                  |                                | DVLA require the flexibility to transfer around 20% of the total licences for repurposing in the event that people leave their roles due to promotion, moved roles, left directorates or agency, etc.   | 10                                     |  |
| Cost             | 70%                            |   | 70                                     | Supplier to input their costs in Annex 4 of the Pricing Schedule                   |



## **Annex 2 Part 1 - 1. DATA PROTECTION**

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule [X]. The only processing that the Processor is authorised to do is listed in Schedule [X] by the Controller and may not be determined by the Processor.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include: (a) a systematic description of the envisaged processing operations and the purpose of the processing; (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services; (c) an assessment of the risks to the rights and freedoms of Data Subjects; and (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement: (a) process that Personal Data only in accordance with Schedule [X], unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law; (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the: (i) nature of the data to be protected; (ii) harm that might result from a Data Loss Event; (iii) state of technological development; and (iv) cost of implementing any measures; (c) ensure that: (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule X); (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they: (A) are aware of and comply with the Processor's duties under this clause; (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor; (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled: (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller; (ii) the Data Subject has enforceable rights and effective legal remedies; (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; (e)

at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it: (a) receives a Data Subject Request (or purported Data Subject Request); (b) receives a request to rectify, block or erase any Personal Data; (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement; (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or (f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing: (a) the Controller with full details and copies of the complaint, communication or request; (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation; (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject; (d) assistance as requested by the Controller following any Data Loss Event; (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless: (a) the Controller determines that the processing is not occasional; (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must: (a) notify the Controller in writing of the intended Sub-processor and processing; (b) obtain the written consent of the Controller; (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this

clause [X] such that they apply to the Sub-processor; and (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.15 Where the Parties include two or more Joint Controllers as identified in Schedule [X] in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [Y] in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

## Annex 2 Part 2 – Schedule [X]: Schedule of Processing, Personal Data & Data Subjects

This Schedule shall be completed by the Controller. The Controller may take account of the view of the Processor(s); however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:  
DPM@dvla.gov.uk
2. The contact details of the Processor's Data Protection Officer are: [insert contact details].
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

| Description                              | Details   |
|--|---|
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the UK Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause 1.1  |
| Subject matter of the processing         | To provide the supplier with the necessary personal data to facilitate IT training provided by Udemy.   |
| Duration of the processing               | 1-year contract duration.   |
| Nature and purposes of the processing    | DVLA provide data to Udemy so that training licenses can be issued to DVLA staff. A Member of the training team, who acts as an administrator, inputs the member of staffs email address into the website so that a license can be issued to the relevant individual. Users log on using their work email address and create a password. They then have access to online training.<br><br>The supplier will provide a facility for administrators to view Education and training records of DVLA personnel activity via a web portal. |
| Type of Personal Data being Processed    | Names<br><br>Email addresses<br><br>Education & Training records<br><br>Records & Audit Logs  |

| Categories of Data Subject  | Staff   |
|---|---|
| Plan for return and destruction of the data once the processing is complete<br><br>UNLESS requirement under union or member state law to preserve that type of data | All delegate information must be deleted on request by the Authority, and within 30 days of contract end. |

### Annex 3 - Statement of Assurance Questionnaire

To be completed



Statement\_of\_Assurance\_\_SoA\_Questionnaire