

be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;

30.10.2 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;

30.10.3 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:

30.10.3.1 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

30.10.3.2 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 30.10.3.1.

30.11 The Service Provider and any sub-contractor (if any), acknowledge:

30.11.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Contract;

30.11.2 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;

30.11.3 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;

30.11.4 notwithstanding Clause 34.1.1, if the Service Provider has committed a material breach under Clause 30.11.3 on two or more separate occasions, the Authority may at its option:

30.11.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or

30.11.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.

30.12 If the Service Provider Processes payment card data under the Contract, it shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Contract are compliant with the Payment Card Industry Data Security Standard as updated from time to time ("PCI DSS"). In addition the Service Provider shall

- 30.12.1 at least once every 12 months appoint a PCI DSS Qualified Security Assessor (“QSA”) to validate that the Service Provider is compliant with (including as set out above) PCI DSS when providing the Services;
- 30.12.2 without prejudice to any other audit and inspection rights that the Authority has under this Contract, provide the Authority with copies of any reports and other documents provided by or to the QSA in respect of each such validation; and
- 30.12.3 where the QSA recommends that certain steps should be taken by the Service Provider, promptly take those steps and demonstrate to the Authority that those steps have been taken without charge to the Authority.
- 30.13 Compliance by the Service Provider with this Clause 30 (Protection of Personal Data) shall be without additional charge to the Authority.
- 30.14 Following termination or expiry of this Contract, howsoever arising, (or the applicable End Date, if later) the Service Provider:
- 30.14.1 may Process the Personal Data only for so long as to the extent as is necessary to properly comply with its non contractual obligations arising under law (and will then comply with Clause 30.14.2);
- 30.14.2 subject to Clause 30.14.1, shall:
- (a) 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 and relevant records and documentation accordingly; or
 - (b) 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 and relevant records and documentation accordingly.
- Authority Personal Data may not be Processed following termination or expiry of the Contract (or the applicable End Date, if later) save as permitted by this Clause 30.14.
- 30.15 For the avoidance of doubt, and without prejudice to Clause 30.14 the obligations in this Clause 30 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- 30.16 The indemnity in Clause 26 shall apply to any breach of Clause 30 and shall survive termination or expiry of the Contract.

31 CONFIDENTIALITY, ANNOUNCEMENTS AND TRANSPARENCY

31.1 Subject to Clause 32, the Service Provider will keep confidential:

31.1.1 the terms of this Contract; and

31.1.2 any and all Confidential Information that it may acquire in relation to the Authority.

- 31.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 31.1.
- 31.3 The obligations on the Service Provider set out in Clause 31.1 will not apply to any Confidential Information:
- 31.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 31);
- 31.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
- 31.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 31.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 31.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 31.6 The Service Provider shall:
- 31.6.1 at the Authority's request and in any event upon the termination or expiry of the Contract, promptly deliver to the Authority or destroy as the Authority may direct all documents and other materials in the possession, custody or control of the Service Provider (or the relevant parts of such materials) that bear or incorporate the whole or any part of the Confidential Information and if instructed by the Authority in writing, remove all electronically held Confidential Information, including the purging of all disk-based Confidential Information and the reformatting of all disks; and
- 31.6.2 not, except where provided in this Clause 31 or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.
- 31.7 The Service Provider acknowledges that damages would not be an adequate remedy for any breach by it of this Clause 31 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of this Clause 31 and no proof of special damages shall be necessary for the enforcement of the provisions of this Clause 31.
- 31.8 Notwithstanding Clause 32, the Authority shall have the same obligations as those imposed on the Service Provider under this Clause 31 in respect of those

categories of confidential information set out in Schedule 15 (“Service Provider Confidential Information”), except that the Authority may:

- 31.8.1 disclose the Service Provider Confidential Information where the Authority considers that it is obliged to do so under any of the legislation referred to in Clause 32;
 - 31.8.2 use the Service Provider Confidential Information to the extent necessary to obtain the benefit of the Service Provider’s performance under this Contract;
 - 31.8.3 disclose the Service Provider Confidential Information to any member of the Authority Group; and
 - 31.8.4 disclose such Service Provider Confidential Information as may be required to be published in the Official Journal of the European Union and any associated tender documentation; and
 - 31.8.5 disclose such Service Provider Confidential Information as may be required to transition the Service to a Successor Operator which (for the avoidance of doubt) shall not include information that the parties identify and agree as being commercially sensitive information of the Service Provider.
- 31.9 The provisions of this Clause 31 will survive any termination of this Contract for a period of 6 years from termination.

32 FREEDOM OF INFORMATION AND TRANSPARENCY

- 32.1 The Service Provider acknowledges that the Authority:
- 32.1.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
 - 32.1.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 32.2 Without prejudice to the generality of Clause 32.1, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 32.2.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Access Request; and
 - 32.2.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 32.3 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what