

HIGHWAYS ENGLAND
FRAMEWORK AGREEMENT
SCHEDULE 5
TASK ORDER

TASK ORDER

[Subject to contract]

TASK ORDER TO ENTER INTO A CALL-OFF CONTRACT UNDER THE FRAMEWORK AGREEMENT RELATING [] (the "Framework Agreement"):

Dated 20[], Reference number []

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** a company registered in England under company number 09346363 whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ ("**Customer**");
- (2) **Navtech Radar Limited** (Company Number: 03699400) whose registered address is at

Home Farm,
Ardington
Wantage
Oxfordshire
OX12 8PD
(the "**Service Provider**").

Recitals

- (A) The Customer wishes to enter into a Call-Off Contract for Services under the Framework Agreement. Accordingly, this Task Order is issued pursuant to clause 6 (Ordering Procedure) of the Framework Agreement.
- (B) The Service Provider is required to respond to the Task Order in accordance with its obligations under clause 6.7 (Ordering Procedure) of the Framework Agreement.
- (C) Following the agreement of this Task Order, the Customer may require the Service Provider to enter into a Call-Off Contract on the terms of the agreed form Task Order, incorporating the Call-Off Terms.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise stated, defined terms used in this Task Order have the meanings given in Schedule 1 (Definitions) of the Call-Off Terms.
- 1.2 The Customer wishes to avoid the situation where through completion of this Task Order by the Customer and the Service Provider, a Call-Off Contract creates a conflict with the Framework Agreement. Therefore, if there is a conflict between a Call-Off Contract and the Framework Agreement, the Framework Agreement shall prevail to the extent of such conflict and the Service Provider shall comply with the instructions of the Customer (acting reasonably and in consultation with the Service Provider) on how such conflict shall be resolved.

2. TERMS OF CALL-OFF CONTRACT

- 2.1 The Annexures to this Task Order specify all of the variables necessary to complete a Call-Off Contract.
- 2.2 The Call-Off Contract shall be on the terms of this Task Order incorporating the Call-Off Terms and shall be "this Agreement" for the purposes of the Call-Off Terms and the Annexures to this Task Order.
- 2.3 Nothing in this Task Order shall be binding on either Party unless and until it is signed by both Parties.

ANNEX 1

GENERAL INFORMATION

1. DEFINITIONS

- 1.1 The Call-Off Effective Date shall be date this Task Order is signed by both Parties.
- 1.2 The Deposited Software shall be [xx].
- 1.3 The Estimated Year 1 Charges shall be [x].
- 1.4 The Initial Term shall be [x] years.
- 1.5 The Maximum Extension Period shall be [x] years.
- 1.6 The Commencement Date shall be [xx].
- 1.7 The Operational Services Commencement Date shall be [XX].
- 1.8 A Critical Performance Failure shall mean:
- 1.8.1 the Service Provider accruing in aggregate [insert number] or more Service Points (in terms of the number of points allocated) in any period of [insert number] months; or
- 1.8.2 the Service Provider accruing Service Credits or compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;
- 1.9 For the purposes of part (c) of the definition of Intervention Trigger Event in Schedule 1 (Definitions) of the Call-Off Terms the aggregate number of Service Points shall be [insert number of points which is 75% of the points that would constitute a "Critical Performance Failure"] or more Service Points (in terms of the number of points allocated) in any period of [insert number of months taken from definition of "Critical Performance Failure"] months.

2. REPRESENTATIVES AND KEY PERSONNEL

- 2.1 For the purposes of Clause 12.3 (Representatives) of the Call-Off Terms, the Service Provider Representative shall be:

| Name | Responsibilities/Authorities | Minimum Period during which they will be a Service Provider Representative |
|------|------------------------------|--|
| [] | [] | [] |

- 2.2 In accordance with Clause 4.4 (Key Personnel) of the Framework Agreement, the Parties have agreed the appointment of the following Key Personnel:

| Name of Key Personnel | Key Role | Responsibilities/Authorities | Key Role Minimum Period/ Phase of the Project during which they will be Key |
|-----------------------|----------|------------------------------|---|
|-----------------------|----------|------------------------------|---|

| | | | |
|-----|-----|-----|------------------|
| | | | Personnel |
| [] | [] | [] | [] |
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3. KEY SUB-CONTRACTORS

3.1 For the purposes of clause 17.11 (Appointment of Key Sub-contractors) of the Call-Off Terms the Customer consents to the appointment of the following Key Sub-contractors:

| Key Sub-contractor name and address (if not the same as the registered office) | Registered office and company number | Related product/Service description | Key Sub-contract price expressed as a percentage of total projected Charges over the Term | Key role in delivery of the Services | Credit Rating | Credit Rating Threshold |
|--|--------------------------------------|-------------------------------------|---|--------------------------------------|---------------|-------------------------|
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4. LIMITATIONS ON LIABILITY

4.1 The relevant percentage for the purpose of the Service Credit Cap in Schedule 1 (Definitions) of the Call-Off Terms) shall be **[X]**%.

5. INSURANCES

5.1 The limit of indemnity under paragraph 3 to Part B (Third Party Public and Products Liability Insurance) of Annex 1 (Required Insurances) to Schedule 9 (Insurance Requirements) of the Framework Agreement shall be:

Not less than £10,000,000 in respect of any one occurrence, the number of occurrences being unlimited, but £10,000,000 in the aggregate per annum in respect of products and pollution liability.

5.2 The following additional insurances shall be required for the purposes of Part D (Additional Insurances) of Annex 1 (Required Insurances) to Schedule 9 (Insurance Requirements) of the Framework Agreement:

[INSERT DETAILS]

and shall be included in the definition of "Required Insurances" in Schedule 1 (Definitions) of the Call-Off Terms.

6. **TERMINATION**

6.1 For the purpose of clause 30.3.1 (Termination by the Service Provider) of the Call-Off Terms, the relevant amount of undisputed sums in aggregate shall be £[X].

7. **RECORDS**

In accordance with clause 15 (Records) of the Framework Agreement, [no other information is required to be kept and maintained by the Service Provider in accordance with clause 15.1 (Records)]/[the following information is required to also required to be kept and maintained by the Service Provider in accordance with clause 15.1 (Records): **[INSERT].**]

8. **NOTICES**

8.1 In accordance with clause 41.4 (Notices) of the Call-Off Terms, the following addresses and other details for service of Termination Notices shall apply:

| | Service Provider | Customer |
|----------------|-------------------------|-----------------|
| Contact | [INSERT] | [INSERT] |
| Address | [INSERT] | [INSERT] |
| Email | [INSERT] | [INSERT] |

9. **GOVERNANCE**

In accordance with clause 4.1 (Governance) of the Framework Agreement, [no amendments are required to Schedule 6 (Governance) for the purposes of this Call-Off Contract.]/[the following amendments are made to Schedule 6 (Governance) for the purposes of this Call-Off Contract: **[INSERT].**]

10. **VOLUME BASED PRICING**

For the purposes of Paragraph 5.3 to Part A of Schedule 7 (Charges and Invoicing) of the Call-Off Terms, the Charges [shall]/[shall not] be subject to annual Indexation.

11. **SERVICE MANAGER**

11.1 For the purposes of paragraph 1.4 (Definitions) to Schedule 2 (Service Requirements and Service Provider Services Descriptions) of the Framework Agreement, the Service Manager shall be: **[INSERT].**

11.2 For the purposes of paragraph 2.1.14 (Detailed description scope of service) and paragraph 4.2.1 (Maintenance Handover) of Schedule 2 (Service Requirements and Service Provider Services Descriptions) of the Framework Agreement, the Service Manager [does not delegate any of its responsibilities]/[delegates certain of its responsibilities as follows: **[INSERT].**]

12. **WARRANTY PERIOD**

For the purposes of paragraphs 1.1.4 (Summary) and 2.1.3 (Detailed description scope of service) of Schedule 2 (Service Requirements and Service Provider Services Descriptions) of the Framework Agreement, the Customer requires the Service Provider to provide a [five (5)]/[seven (7)]/[ten (10)] year warranty for the Scanning Radar Outstations.

13. **PERIODIC SERVICE PROVIDER PROFIT MARGIN**

For the purposes of the definition of "Periodic Service Provider Profit Margin" set out in paragraph 1 (Definitions) of Schedule 7 (Charges and Invoicing) of the Call-Off Terms, the Service Provider Profit Margin for each Service Period is: **[INSERT]**.¹

¹ Note that this must be consistent with the requirements set out in clause 6 (Ordering Procedure) set out in the Framework Agreement and the details set out in the applicable Commercial Workbook.

ANNEX 2

SERVICE REQUIREMENTS, SERVICE PROVIDER SERVICE DESCRIPTIONS GOODS

[DN: Customer is to list in Part A of this Annex, which Service Requirements from Part A of Schedule 2 (Service Requirements and Service Provider Service Descriptions) of the Framework Agreement it requires to be provided under a Call-Off Contract, including any Optional Services, any relevant quantities, Customer Premises, Customer Assets (including any requirements for on-site equipment).

The relevant elements of the Service Provider Service Descriptions from Part B of Schedule 2 (Service Requirements and Service Provider Service Descriptions) must then be included within Part B of this Annex.

This Annex should not include anything outside the scope of the Service Requirements or Service Provider Service Descriptions, but may include more granular detail with regard to both Service Requirements and Service Provider Service Descriptions than is set out in Schedule 2 (Service Requirements and Service Provider Service Descriptions) of the Framework Agreement.

The Annex should identify in Parts A and B which are the "Operational Services" for the purposes of Schedule 1 (Definitions). The nature of any relevant Hardware to be supplied should be added to Part C of this Annex.]

PART A: SERVICE REQUIREMENTS (SERVICES DESCRIPTION)

PART B: SERVICE PROVIDER SERVICE DESCRIPTIONS (SERVICE PROVIDER SOLUTION)

PART C: HARDWARE

ANNEX 3

CUSTOMER RESPONSIBILITIES

[DN: if there any responsibilities of the Customer that relate to the subject matter of the particular Call-Off Contract which are not already listed generically in Schedule 5 (Customer Responsibilities) and which the Customer agrees will be "Customer Responsibilities" for the purposes of the Call-Off Contract these should be set out in this Annex. Any such additional Customer Responsibilities should be well defined and precise.]

The table below details the responsibilities of the Customer for the purposes of paragraph 3 of Schedule 5 (Customer Responsibilities) of the Call-Off Terms, which apply in addition to any responsibilities listed in the table in paragraph 3 of Schedule 5 (Customer Responsibilities) of the Call-Off Terms:

| Responsibility | Detailed Description |
|--|--|
| <i>[Insert responsibility details here]</i> | <i>[Insert detailed description here]</i> |
| | |
| | |
| | |
| | |

ANNEX 4

PERFORMANCE LEVELS

[DN: Customer to specify here for:

Lot 1, the Severity Levels to apply to KPI 3 (Detection Rate); and

Lots 1 & 2, what Subsidiary Performance Indicators should apply. Where the Customer has identified Optional Services in Annex 2, Tables 3 and 4 of this Annex should specify any KPIs and SPIs for those Optional Services. Please also specify the Target Performance Level, Minor KPI Failure, Serious KPI Failure, Severe KPI Failure, KPI Service Threshold and Service Thresholds in the relevant tables set out below in the column headed "Severity Levels".]

1. Key Performance Indicators

For the purposes of KPI3 (Detection Rate) set out in Part I to Annex 1 of Schedule 2 (Performance Levels) of the Call-Off Terms, the following Severity Levels apply:

[EITHER]

Target Performance Level: $\geq 85\%$

Minor KPI Failure: $\geq [\text{INSERT}]\%$, $< [\text{INSERT}]\%$

Serious KPI Failure: $\geq [\text{INSERT}]\%$, $< [\text{INSERT}]\%$

Severe KPI Failure: $\geq [\text{INSERT}]\%$, $< [\text{INSERT}]\%$

KPI Service Threshold: $< [\text{INSERT}]\%$

[OR]

Target Performance Level: $\geq 80\%$

Minor KPI Failure: $\geq 75\%$, $< 80\%$

Serious KPI Failure: $\geq 70\%$, $< 75\%$

Severe KPI Failure: $\geq 66.6\%$, $< 70\%$

KPI Service Threshold: $< 66.6\%$

1. Subsidiary Performance Indicators

| No. | Subsidiary Performance Indicator Title | Definition | Frequency of Measurement | Severity Levels |
|-------|--|--------------------------------|--------------------------|---|
| PI[1] | [Sustainability/Efficiency indicators] | [See the Services Description] | | Target Performance Level: [XX%] Service Threshold: [XX%] |

OPTIONAL SERVICES

1. **Key Performance Indicators**

| No. | Key Performance Indicator Title | Definition | Frequency of Measurement | Severity Levels | Service Points |
|--------|---------------------------------|------------|--------------------------|--|-------------------------------|
| KPI[1] | [] | [] | | Target Performance Level: [] Minor KPI Failure: [] Serious KPI Failure: [] Severe KPI Failure: [] KPI Service Threshold: [] | 0 [1] [2] [3] [4] |

2. **Subsidiary Performance Indicators**

| No. | Subsidiary Performance Indicator Title | Definition | Frequency of Measurement | Severity Levels |
|-----|--|------------|--------------------------|---|
| PI1 | [] | [] | | Target Performance Level: [] Service Threshold: [] |

ANNEX 5
PROJECT PLAN

1. **PROJECT PLAN**

1.1 The Project Plan is set out below:

[DN: the Project Plan must include any Milestones and Milestone Dates (including Key Milestones). It must also specify the date upon which the Operational Service is to commence (i.e. the Operational Service Commencement Date). It must also set out a specific section applicable to any Optional Services.]

1.2 For the purposes of paragraph 12 (Programme requirements) of Schedule 2 (Service Requirements and Service Provider Services Descriptions) of the Framework Agreement, the programme requirements are set out below:

- 1.2.1 the number of Scanning Radar Outstations to be supplied shall be [X], which will be no less than eighteen (18) per Call-Off Contract;
- 1.2.2 the location for the Scanning Radar Outstations to delivered to shall be [X];
- 1.2.3 the installation requirements and schedule shall be [X];
- 1.2.4 the Service Manager's delegated responsibilities shall be [X]; and
- 1.2.5 the Delay Payments to be applied shall be as specified in Part 2 of Annex 6 (Charging and Invoicing).

ANNEX 6

CHARGING AND INVOICING

PART 1

CALL-OFF CONTRACT CHARGES

[DN: Any rates and prices specified in this Annex should be consistent with the principles in paragraph 1.5 of Schedule 4 (Charges) of the Framework Agreement.]

TABLE 1: SERVICE PROVIDER PERSONNEL RATE CARD FOR CALCULATION OF TIME AND MATERIALS CHARGES

[DN: any rates included in table 1 should be lower than any equivalent rates in Annex 1 of Schedule 4 (Charges) of the Framework Agreement (subject to the provisions in the Call-Off Terms regarding Indexation).]

[DN: Table to be inserted once Annex 1 of Schedule 4 (Charges) of the Framework Agreement has been populated following appointment of the Service Provider by the Customer in accordance with the ITT]

TABLE 2: NOT USED

TABLE 3: FIXED PRICES

[DN: Table to be inserted once Annex 1 of Schedule 4 (Charges) of the Framework Agreement has been populated following appointment of the Service Provider by the Customer in accordance with the ITT]

TABLE 4: VOLUME CHARGES

[DN: Any prices included in Table 5 should be lower than any equivalent charges in Table 4 of Annex 1 of Schedule 4 (Charges) of the Framework Agreement (subject to the provisions in the Call-Off Terms regarding Indexation). Any other volume charges should be consistent with the principles in paragraph 1.5 of Schedule 4 (Charges) of the Framework Agreement]

[DN: Table to be inserted once Annex 1 of Schedule 4 (Charges) of the Framework Agreement has been populated following appointment of the Service Provider by the Customer in accordance with the ITT]

PART 2

Charging mechanisms and adjustments

[DN: This should specify the pricing mechanisms that will apply in respect of each of the Services (i.e. fixed, T&M, Volume), the triggers for payment and any applicable Delay Payments. Column 1 of each table should make clear which are the Milestone Payments and Service Charges for the purposes of the definitions of those terms in Schedule 1 (Definitions) of the Call-Off Terms.]

1. **TABLE 1: MILESTONE PAYMENTS AND DELAY PAYMENTS**

| Charge Number | Pricing Mechanism (FIX/T&M) | Delay Payments (if Key Milestone) (£ per day) | | |
|--|-----------------------------|--|--------------------|-------------------|
| | | <3 months' notice | 3-6 months' notice | >6 months' notice |
| [Service line 1] | | | | |
| [e.g. SL1M1] | [FIX] | | | |
| [e.g. SL1M2] | [FIX] | | | |
| [Service line [X] – insert further rows as necessary] | | | | |
| [etc.] | | | | |
| | | | | |

2. **TABLE 2: SERVICE CHARGES**

| Charge Number | Pricing Mechanism (VOL/FIX/T&M) | Service Trigger Event | Charge | Service Charge Expiration Trigger Event |
|--|---------------------------------|-----------------------------------|--------|---|
| [Service line 1] | | | | |
| [e.g. SC1] | [VOL] | [e.g. Achievement of Milestone 4] | | |
| [e.g. SC2] | [FIX] | | | |
| [Service line [X] – insert further rows as necessary] | | | | |
| [etc.] | | | | |
| | | | | |

3. **TABLE 3: OPTIONAL SERVICES MILESTONE PAYMENTS**

| Charge Number | Pricing Mechanism (FIX/T&M) | Delay Payments (if Milestone) (Key (£ per day)) |
|---------------|-----------------------------|---|
| [e.g. OMS1] | [FIX] | |
| [e.g. OMS2] | [FIX] | |

4. **TABLE 4: OPTIONAL SERVICES SERVICE CHARGES**

| Charge Number | Pricing Mechanism (VOL/FIX/T&M) | Service Charge Trigger Event | Service Charge Expiration Trigger Event |
|---------------|---------------------------------|-----------------------------------|---|
| [e.g. OSC1] | [VOL] | [e.g. Achievement of Milestone 8] | |
| [e.g. OSC2] | [FIX] | | |

ANNEX 7

Exit Management

1. Termination Services

- 1.1 In addition to the services set out in Annex 1 of Schedule 9 (Exit Management) of the Call-Off Terms the Termination Services to be provided by the Service Provider shall include such of the following services as the Customer may specify:

[DN: Annex 1 of Schedule 9 (Exit Management) of the Call-Off Terms contains a list of Termination Services that the Customer may require the Service Provider to provide on exit. The list is non-exhaustive. However, if there are specific services related to this Call-Off Contract then they should be included here]

ANNEX 8

SOFTWARE

[DN: This Annex should be completed by the Service Provider with details of Specially Written Software, Service Provider Software, Third Party Software and Open Source Software provided as part of the Service Provider Solution. It should also indicate which Software will be Deposited Software.]

1. THE SOFTWARE

1.1 The software below is licensed to the Customer in accordance with clauses 18 (Intellectual Property Rights) and 19 (Transfer and Licences Granted by the Service Provider) of the Call-Off Terms.

1.2 The Parties agree that they will update this Schedule periodically to record any Service Provider Software or Third Party Software subsequently licensed by the Service Provider or third parties for the purposes of the delivery of the Services.

2. SPECIALLY WRITTEN SOFTWARE

2.1 The Specially Written Software includes:

| Software | Supplier (if Affiliate of the Service Provider) | Purpose |
|-----------------|--|----------------|
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3. **Service Provider Software**

The Service Provider Software includes the following items:

| Service Provider Software | Supplier (if Affiliate of the Service Provider) | Purpose | Number of Licences | Restrictions | Number of Copies | COTS or Non-COTS? | Deposited Software (Y/N) |
|---------------------------|---|---------|--------------------|--------------|------------------|-------------------|--------------------------|
| | | | | | | | |
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4. **Third Party Software**

The Third Party Software includes the following items:

| Third Party Software | Supplier | Purpose | [Number of Licences] | Restrictions | [Number of Copies] | COTS or Non-COTS? | Deposited Software (Y/N) |
|----------------------|----------|---------|----------------------|--------------|--------------------|-------------------|--------------------------|
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5. **OSS**

The OSS shall consist of the following items:

| OSS | Supplier | Purpose | [Number of Copies] |
|-----|----------|---------|--------------------|
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**FORM OF LETTER RE SUB-LICENSING OF SERVICE PROVIDER COTS SOFTWARE AND
SERVICE PROVIDER COTS BACKGROUND IPRS**

[Service Provider letterhead]

HIGHWAYS ENGLAND COMPANY LIMITED

[ADDRESS]

[Date]

Dear Sirs

**LICENCES FOR SERVICE PROVIDER COTS SOFTWARE AND SERVICE PROVIDER COTS
BACKGROUND IPRS**

We refer to the agreement between us dated [insert date] in respect of [**brief summary of subject of the Agreement**] (the "**Agreement**"). Capitalised expressions used in this letter have the same meanings as in the Agreement.

In accordance with Clause 19.4.2 of the Agreement we confirm that:

1. the Customer is licensed by the Service Provider to use the Service Provider COTS Software and Service Provider COTS Background IPRs identified in the first column of the Appendix to this letter (the "**Appendix**") on the terms of the licences identified in the second column of the Appendix (the "**Licences**"); and
2. notwithstanding any provision to the contrary in the Licences, it is agreed that the Customer may sub-license, assign and novate the Service Provider COTS Software and Service Provider COTS Background IPRs as referred to in Clause 19.3.2 of the Agreement.

Yours faithfully,

Signed:

On behalf of [**name of the Service Provider**]

ANNEX 9

NOT USED

ANNEX 10

STANDARDS

1. The following standards shall be added to the list which shall be "Standards" for the purposes of this Agreement:

[DN: Customer to complete only if there are standards with which the Service Provider must comply in addition to those already included within the definition of "Standards" in Schedule 1 (Definitions).]

ANNEX 11

SECURITY

Part 1 ADDITIONAL SECURITY REQUIREMENTS

[DN: Customer to include any specific security requirements in relation to the Services provided under the Call-Off Contract, which are not otherwise set out in Schedule 3 (Standards) of the Call-Off Terms or Annex 2 of the Task Order.]

Part 2 SECURITY MANAGEMENT PLAN

[DN: Service Provider to insert draft Security Management Plan]

ANNEX 12

RECORDS

1. Records to be kept by the Service Provider

- 1.1 Pursuant to clause 13 (Reports, Records and Audits) of the Call-Off Terms, the additional records to be kept by the Service Provider are:

[DN: insert any records that the Customer require the Service Provider to provide which are specific to this Task Order. All other record-keeping requirements are contained within clause 13 of the Call-Off Terms)]

ANNEX 13

PROTECTION OF PERSONAL DATA

[DN: Customer to include any additional requirements regarding the protection of personal data and complete table below]

Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.

- 1.1 The contact details of the Customer's Data Protection Officer are: **[Insert Contact details]**
- 1.2 The contact details of the Service Provider's Data Protection Officer are: **[Insert Contact details]**
- 1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

| Description | Details |
|---|--|
| Identity of Controller for each Category of Personal Data | <p>The Customer is Controller and the Service Provider is Processor</p> <p>The Parties acknowledge that in accordance with Clause 18.2 to 18.15 of the Framework Agreement and for the purposes of the Data Protection Legislation, the Customer is the Controller and the Service Provider is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data for which the purposes and means of the processing by the Service Provider is determined by the Customer] <p>The Service Provider is Controller and the Customer is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Service Provider is the Controller and the Customer is the Processor in accordance with Clause 18.2 to 18.15 of the Framework Agreement of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data for which the purposes and means of the processing by the Customer is determined by the Service Provider] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data for which the purposes and means of the processing is determined by both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the</p> |

| | |
|---|--|
| | <p>purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Service Provider Personnel, • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Customer (excluding the Service Provider Personnel) engaged in the performance of the Customer's duties under this Agreement). • [Insert the scope of other Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt.] <p><i>e.g. where (1) the Service Provider has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Customer cannot dictate the way in which Personal Data is processed by the Service Provider, or (3) where the Service Provider comes to the transaction with Personal Data for which it is already Controller for use by the Customer]</i></p> |
| Duration of the processing | <i>[Clearly set out the duration of the processing including dates]</i> |
| Nature and purposes of the processing | <p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p> |
| Type of Personal Data | <i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i> |
| Categories of Data Subject | <i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i> |
| <p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or</p> | <i>[Describe how long the data will be retained for, how it be returned or destroyed]</i> |

| | |
|--|--|
| member state law to preserve that type of data | |
|--|--|

SIGNED by or on behalf of the Parties:

For and on behalf of the Customer:

| | |
|----------------|--|
| Name and Title | |
| Signature | |

For and on behalf of the Service Provider:

| | |
|----------------|--|
| Name and Title | |
| Signature | |