SCHEDULE 7

INFORMATION HANDLING

Information Handling

1. Definitions and Interpretation

1.1 In this Schedule, the following terms shall have the meaning set out below:

"Authority's ICT Standards"

means those which the Authority applies within itself and of which it has furnished a copy to the Contractor.

"Authority's Security Policy"

means that which the Authority applies within itself and of which it has furnished a copy to the Contractor.

"Data Protection Act"

means the Data Protection Act 1998 as amended or re-enacted from time to time and any Act substantially replacing the same.

"Information"

has the meaning given under Section 84 of the Freedom of Information Act 2000, which shall include (but is not limited to) information in any form whether relating to the past, present or future and may in particular consist of data, documentation, programs, (including the source code of any programs which the Authority has the right to use), computer output, voice transmissions, correspondence, calculations, plans, reports, graphs, charts, statistics, records, projections, maps, drawings, vouchers, receipts and accounting records and may consist of or be stored in any form including paper, microfilm, microfiche, photographic negative, computer software and any electronic medium and references herein to Information shall include reference to the medium in which it is stored.

"Information Legislation"

means the Data Protection Act, the Environmental Information Regulations and the FOIA.

"Legislation"

for the avoidance of doubt includes in particular the Information Legislation.

"Personal Data"

means personal data as defined in the Data Protection Act which is supplied to the Contractor by the Authority or obtained by the Contractor in the course of performing the Services.

2. Resolution of Inconsistency

2.1 The Contractor shall immediately upon becoming aware of the same notify the Authority of any inconsistency between the provisions of the Legislation and the standards, guidance

and policies applicable under this schedule (or between those standards, guidance and policies) and the Authority, as soon as practicable, shall advise the Contractor which provision the Contractor shall be required to comply with (but not so as to place the Contractor in breach of any Legislation).

3. Protection of Information

3.1 The Contractor acknowledges that the confidentiality, integrity and availability of Information and on the security provided in relation to Information is a material element of this Contract.

3.2 The Contractor shall and shall at all times provide a level of security which:

3.2.1 is in accordance with Good Industry Practice, Legislation and this Contract;

3.2.2 complies with the Authority's ICT Standards and the Authority's Security Policy;

3.2.3 meets any specific security threats identified from time to time by the Authority; and

3.2.4 complies with applicable ISO standards and in particular ISO/IEC27001 and ISO/IEC27002.

3.3 The Contractor shall ensure that it provides comparable technical and policy coverage of security to Information as if it were being processed directly by the Authority. This shall include but not limited to the following:

3.3.1 All mobile storage systems and hardware shall be encrypted to at least industry standards.

3.3.2 All staff shall be appropriately vetted before use in the services which are the subject of this Contract.

3.3.3 All staff shall receive adequate information governance training which shall be regularly refreshed.

3.3.4 All buildings and physical environments shall be subject to appropriate physical security and protection.

3.3.5 When handling NHS data, the Contractor shall apply Safe Haven usage to at least NHS standard.

3.3.6 The Contractor shall permit access to Information by employees of the Authority only as may be specifically designated by the Authority.

3.3.7 The Contractor shall securely destroy all Information provided or created under this Contract and no longer required to be retained in accordance with this Contract.

3.4 The Contractor will have in place fully tested and effective disaster recovery and business continuity plans.

3.5 The Contractor shall observe the following principles when handling data.

3.5.1 Every proposed use or transfer of Personal Data within or from the organisation should be clearly defined and scrutinised, with continuing uses regularly reviewed by an appropriate guardian.

3.5.2. Personal Data must not be used unless it is absolutely necessary. Personal Data should not be used unless there is no alternative.

3.5.3 The minimum necessary Personal Data information is to be used. Where use of Personal Data is considered essential, each individual item of information should be justified with the aim of reducing identification.

3.5.4 Access to Personal Data should be on a strict need to know basis. Only those individuals who need access to Personal Data should have access to it, and they should only have access to the data that they need to see.

3.5.5 Those handling Personal Data - both frontline and support staff - must be aware of their responsibilities and obligations to respect personal confidentiality.

3.5.6 All persons handling Personal Data must understand and comply with the Legislation. Every use of Personal Data information must be lawful.

3.6 Any Information received by the Contractor from the Authority under this Contract or generated by the Contractor pursuant to this Contract shall remain at all times the property of the Authority. It shall be identified, clearly marked and recorded as such by the Contractor on all media and in all documentation.

3.7 The Contractor shall not, save as required by this Contract, without the prior written consent of the Authority disclose to any other person any Information provided by the Authority under this Contract.

3.8 The Contractor shall advise the Authority of any intention to procure the services of any other agent or subcontractor in connection with this Contract and shall pay due regard to any representations by the Authority in response.

3.9 The Contractor shall observe and comply with the Authority's scheme of confidentiality levels applicable from time to time.

3.10 The Contractor shall take all necessary precautions to ensure that all Information obtained from the Authority under or in connection with this Contract, is given only to such of the Contractor's staff and professional advisors or consultants engaged to advise the Contractor in connection with this Contract as is strictly necessary for the performance of this Contract, and is treated as confidential and not disclosed (without prior written approval) or used by any such staff or such professional advisors or consultants otherwise than for the purposes of this Contract.

3.11 The Contractor shall not use any Information it receives from the Authority otherwise than for the purposes of this Contract.

3.12 With regard to Authority Data:

3.12.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.

3.12.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.

3.12.3. To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply that Authority Data to the Authority as requested by the Authority in the format specified in the Information Assets Register as set out in schedule 1.1 (Services Description).

3.12.4. The Contractor shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data

3.12.5 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the

Business Continuity and Disaster Recovery Plan. The Contractor shall ensure that such back-ups are available to the Authority at all times upon request and are delivered to the Authority at no less than monthly intervals.

3.12.6 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy.

3.12.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:

3.12.7.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data in full and in not later than three Days (subject to any agreed business continuity and disaster recovery plan); and/or

3.12.7.2 in default thereof itself restore or procure the restoration of Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.

3.12.8 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

4. Data Protection

4.1 The Authority is and will remain the Data Controller in relation to the personal information exchanged under or for the purposes of this Contract, and that the Contractor will solely act as Data Processor with respect to such personal information.

4.2 All Personal Data acquired by the Contractor from the Authority shall only be used for the purposes of this Contract and shall not be further processed or disclosed without the prior written consent of a senior manager of the Authority.

4.3 The Contractor warrants that it has given appropriate notification under the Data Protection Act under registration number [number] to undertake the subject matter of this Contract.

4.4 The Contractor shall comply with the Data Protection Act and all relevant codes of practice issued under that Act, and in particular:

4.4.1 Personal Data shall be processed fairly and lawfully and, in particular, shall not be processed unless:

(a) at least one of the conditions in Schedule 2 of the Data Protection Act is met; and

(b) in the case of sensitive Personal Data, at least one of the conditions in Schedule 3 of the Data Protection Act is also met.

4.4.2 Personal Data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.

4.4.3 Personal Data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

4.4.4 Personal Data shall be accurate and, where necessary, kept up to date.

4.4.5 Personal Data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

4.4.6 Personal Data shall be processed in accordance with the rights of data subjects under the Data Protection Act.

4.4.7 Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

4.4.8 Personal Data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of Personal Data.

4.5 The Contractor will have in place at all times when processing Personal Data technical and organisational security measures sufficient to ensure that the Data Protection Act is complied with.

4.6 The Contractor shall indemnify the Authority against loss, destruction or processing contrary to the Data Protection Act by itself, its employees, contractors or agents.

4.7 The Contractor shall ensure the reliability and training of all its relevant staff to ensure awareness of and compliance with applicable obligations under the Data Protection Act and applicable Legislation.

4.8 The Contractor shall make available to the Authority regarding data subjects of the information processed under this Contract upon request a copy of their personal information (Subject Access Request). This is to be provided within the statutory timeframe as identified in the Data Protection Act.

4.9 The Contractor shall immediately notify a senior manager within the Authority if it receives:

4.9.1 a request from any person whose Personal Data it holds to access his Personal Data; or

4.9.2 a complaint or request relating to the Authority's obligations under the Data Protection Act.

4.10 The Contractor will assist and co-operate with the Authority in relation to any complaint or request received, including:

4.10.1 providing full details of the complaint or request;

4.10.2 complying with the request within the time limits set out in the Data Protection Act and in accordance with the instructions of the senior manager for the Authority; and

4.10.3 promptly providing the Service Manager with any Personal Data and other information requested by him.

4.11 In addition to the obligation undertaken in paragraph 4.4.8, the Contractor shall not further process information outside of the European Economic Area as defined by the Data Protection Act without full prior written consent from a senior manager within the Authority.

5. The FOIA and the Environmental Information Regulations

5.1 The Authority is subject to the provisions of the FOIA and the Environmental Information Regulations and the Contractor shall assist the Authority (at the Contractor's expense) to

enable the Authority to comply with these Acts. The Contractor acknowledges that the Authority may be obliged to disclose Information relating to this Contract. Notwithstanding any other term of this Contract, the Contractor hereby gives its consent for the Authority to publish this Contract in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the Authority decides.

5.2 The Contractor must transfer any request for information under the Information Legislation to the Authority as soon as practicable after receipt and in any event within 2 working days of receiving a request for information.

5.3 Where the Authority so requires for the purpose of compliance with the Information Legislation, the Contractor shall provide the Authority with a copy of all Information in its possession or power, in the form that the Authority require, within 10 working days (or such other reasonable period as the Authority may specify) of the Authority requesting the Information.

5.4 The Contractor shall provide all necessary assistance as requested by the Authority under paragraph 5.3 above so as to enable the Authority to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

5.5 As between the parties, the Authority will determine at its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

5.6 In no event will the Contractor respond directly to a request for information unless expressly authorised to do so by the Authority save to acknowledge receipt (if so requested by the Authority).

5.7 The Contractor acknowledges that the Authority may be obliged under the FOIA or the Environmental Information Regulations to disclose Information without consulting with the Supplier, or following consultation with the Supplier and having taken its views into account.

5.8 The Contractor must ensure that all Information produced in the course of this Contract or relating to this Contract is retained for disclosure in line with the Authority's policy on information retention periods and must permit the Authority to inspect such records as requested from time to time.

5.9 The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information.

6. Disclosures by the Authority

6.1 Nothing in this Contract shall prevent the Authority disclosing any Information:

6.1.1 for the purpose of the examination and certification of the Authority's accounts; or

6.1.2 any examination pursuant to Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or

6.1.3 to any government department or any other contracting authority (as defined in The Public Contracts Regulations 2006). All government departments or contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other contracting authorities on the basis that the information is confidential and is not to be disclosed to

a Contractor which is not part of any government department or any contracting authority; or

6.1.4 to any person engaged in providing any services to the Authority for any purpose relating to or ancillary to this Contract provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

7. Accessibility of Data

7.1 Where the Contractor is undertaking work on behalf of the Authority to develop new systems, practices or documentation in processing of data, the Contractor shall ensure that these have the ability to extract data in an accessible format.

8. Know-how

8.1 Nothing in this Contract shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business, to the extent that this does not result in a disclosure of Information the subject of this Contract.

9. Information Breaches

9.1 The Contractor shall ensure all losses or breaches of security or information are reported to the Authority within 1 working day whether actual, potential or attempted.

9.2 The Contractor will ensure all breaches are internally investigated, and appropriate remedial action taken, along with supporting the Authority in any investigation by it.

9.3 The Contractor will immediately take all reasonable steps to remedy such breach and to protect the integrity of both parties against any actual, potential or attempted breach or threat and any equivalent attempted breach in the future.

10. Breach, termination and continuance

10.1 The Contractor shall indemnify the Authority for any breach of the requirements of this schedule which renders the Authority liable for any costs, fines, claims or expenses under Legislation howsoever arising.

10.2 Failure on the part of the Contractor to comply with the provisions of this schedule shall entitle the Authority to terminate this Contract with immediate effect and to recover the costs incurred in consequence as a civil debt from the Contractor.

10.3 On termination of this Contract howsoever arising the Contractor shall when directed to do so by the Authority, and instruct all its agents and subcontractors to:

10.3.1 transfer to the Authority the whole or any part of the Personal Data and other Information received or acquired by the Contractor for the purposes of or in the course of the delivery of the services the subject of this Contract; and

10.3.2 destroy or erase the whole or any part of such Personal Data and other Information retained by the Contractor and provide to the Authority such proof of destruction as the Authority may reasonably specify.

10.4 The provisions of this paragraph shall continue in effect notwithstanding termination of this Contract.