

Order Form for Standard Services

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the supply of Document Storage, Scanning and Related Services (reference number: SF026717) dated 6 May 2015.

Lot 1 – Document Storage, Retrieval and Secure Destruction Services

The Authority	Care Quality Commission 151 Buckingham Palace Road, 3rd Floor, London SW1W 9SZ
The Supplier	Iron Mountain (UK) Plc with company number 01478540, whose registered office is at Ground Floor, 4 More London Riverside, London, SE1 2AU

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Standard Services pursuant to the Framework Agreement.
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) the standard Services Specification as appended at Appendix 1 overleaf;
 - (b) the rates and Charges as appended at Appendix 2 overleaf; and
 - (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
3. The Authority acknowledges and agrees to, in particular, the HealthTrust Europe Key Provisions set out at Clause 8 of Schedule 1 of the Call-Off Terms and Conditions, as stated below for the avoidance of doubt:
 - (a) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 15 of Schedule 1 of the Framework Agreement ("**Beneficiary Withdrawal Notice**"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe

- (b) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
 - (c) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract.
4. The Commencement Date of the Contract shall be the 3rd May 2019.
5. The Supplier shall provide the Services from the Commencement Date and shall, subject to the provisions of Clause 15 of Schedule 2, remain in effect for one (1) year at which time it shall terminate automatically. The Authority may, at its absolute discretion, extend the Term for two2 further periods of one (1) year each by giving the Supplier not less than 3 months written notice prior to the date when the Contract would otherwise expire pursuant to this Clause 5. This Order Form and the Call Off Terms and Conditions shall continue to apply throughout any such extended period.
6. NOT USED
7. The Services shall be provided by the Supplier at the Premises and Locations listed below:
- (a) 151 Buckingham Palace Road, 3rd Floor, London, SW1W 9SZ;
 - (b) Citygate, Newcastle Upon Tyne, NE1 4PA;
 - (c) Agora Building C, Cumberland Place, Nottingham NG1 6HJ
 - (d) Guild Centre, Lord's Walk, Preston, Lancashire, PR1 1RA
 - (e) Temple Quay House, 2 The Square, Bristol, BS1 6PN
 - (f) 15th Floor, McLaren Building, 46 Priory Queensway, Dale End, Birmingham, B4 7LR; and
 - (g) St Paul's House, 23 Park Square South, Leeds LS1 2ND
8. NOT USED
9. The Authority acknowledges that knowledge by the Supplier of the contents of the records and other items it deposits with or provides to the Supplier for storage and/or destruction (the "Articles") is limited to the physical existence of each carton or other container of Articles received by Supplier at the Authority's request, and further that the Supplier has taken no steps (nor is it required) to verify the existence of, or the nature, content, value, or meaning of the Articles.
10. Data Export:
- 10.1 The Supplier wishes to transfer account management and inventory information held on the Supplier's information and communications technology systems to its Parent Company (Iron Mountain Inc.) and group Affiliates in the USA for the purposes of back-up and administration; and to its IT helpdesk provider. Such information may include some Personal Data but will not include the Articles themselves or any of the information contained within them. Adequate levels of protection and adequate safeguards (in accordance with the Data Protection Legislation) will be ensured as follows:
- (i) transfers to the Supplier's Parent Company and group Affiliates in the USA will be made under the Privacy Shield Framework. The Supplier's current Privacy Shield certification can be confirmed at: <https://www.privacyshield.gov/participant?id=a2zt0000000013pAAA>. and

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- (ii) transfers made to the Supplier's IT helpdesk provider will be made subject to the model clauses approved by the European Commission as offering adequate safeguards under the Data Protection Legislation.

Accordingly, pursuant to clause 1.4.4 of the Data Protection Protocol appended at Appendix 9 overleaf, the Authority hereby agrees and consents to such transfers.

- 10.2 The Parties agree to negotiate in good faith any modifications required to this Contract if changes are required for the Data Processor or Data Importer to continue to Process the Data Controller's Personal Data in compliance with the Applicable Data Protection Laws, or to address the legal interpretation of the Applicable Data Protection Laws, including (i) to comply with the GDPR and any guidance on the interpretation of its provisions, or (ii) if changes to the membership status of a country in the European Union or the European Economic Area require such modification.
- 11. The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to this Clause and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. This Clause shall continue notwithstanding the expiry or earlier termination of this Contract.
- 12. Any changes to this Contract, including to the Services, may only be agreed in accordance with the Change Control Process set out in Appendix 5 overleaf.
- 13. NOT USED.
- 14. Data Protection:
 - 14.1 The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data Protection Legislation) in respect of any Personal Data Processed under this Contract.
 - 14.2 For the purposes of this Contract Data Protection Legislation means:
 - (i), the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Law as amended from time to time; and (iii) all applicable Law about the processing of personal data and privacy;
 - 14.3 The Parties agree to comply with the terms of the Data Protection Protocol detailed in Appendix 9.
 - 14.4 The Parties agree that Schedule 3 of the Call Off Terms and Conditions Information Governance Provisions is replaced in its entirety with the Schedule 3 Call Off Terms and Conditions Information and Data Provisions appended to this Contract overleaf.

- 15. The payment profile for this Contract shall be monthly in arrears.

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16. In accordance with clause 28.1 (Assignment, novation and subcontracting) of Schedule 2, the Authority hereby consents to the Supplier using the following sub-contractors in the provision of the Services:

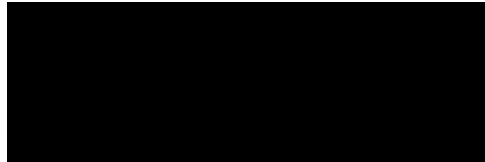
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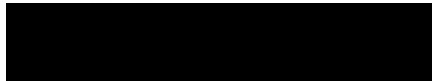
17. NOT USED

18. The Contract Managers at the commencement of this Contract are:

(a) for the Authority:



(b) for the Supplier:



19. Notices served under this Contract are to be delivered to:

(a) for the Authority:



(b) for the Supplier:

- **The Company Secretary, Iron Mountain (UK) Plc, Ground Floor, 4 More London Riverside, London, SE1 2AU**
- **UKLegal.Department@ironmountain.co.uk, copied to:**



20. In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

21. The following Appendices are incorporated within this Contract:

Appendix 1	Standard Services Specification
Appendix 2	Rates and Charges
Appendix 3	NOT USED
Appendix 4	NOT USED
Appendix 5	Change Control Process
Appendix 6	NOT USED
Appendix 7	NOT USED
Appendix 8	NOT USED
Appendix 9	Data Protection Protocol

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:		Date:	

Signed by the authorised representative of THE SUPPLIER

Name:		Signature	
Position:		Date:	

Appendix 1

Standard Services Specification

The Standard Services Specification set out in Schedule 5 of the Framework Agreement together with the Supplier's detailed Service Specification and Service Level Agreement set out below:

Ordering of Records Management Services ("RM Services"):

- Authorised Users should place orders for RM Services (as described in its component parts below) using the Supplier's online portal, IM Connect.
- Where this is not practicable, Authorised Users may order RM Services by telephone through the Supplier's Customer Services Department on 08445 60 70 80, or via email to Cservices@ironmountain.co.uk.
- Authorised Users shall be responsible for providing the Supplier with sufficient information to perform the Services.
- The cost of RM Services is detailed at Appendix 2 Rates and Charges of this Call-Off Contract or as otherwise agreed between the parties.

At the Authority's instruction the Supplier will provide the following RM Services:

Storage of Articles

- The Supplier will maintain space for the Articles within a suitable environment in a Supplier facility from which the Supplier will be able to satisfy its obligations under this Contract.
- The basis upon which the Authority pays for the storage of the Articles (eg, per box, per file or per cubic foot) shall determine the treatment of the Article throughout the life of the Contract. For example should the Authority store at a per box level the limitations of liability and any permanent withdrawal charges shall be calculated on a per box basis.

Initial Move

- For a new customer, the initial transfer of Articles to a Supplier facility for storage will include: pickup; transportation; inbounding and placement into storage.
- The period of time necessary for the initial move shall be in accordance with Appendix 3 Implementation Plan of this Call-Off Contract.
- The Authority shall be responsible for providing the Supplier with any required information (which may include completing any transmittal sheets provided by the Supplier) prior to collection of the Articles and shall provide this to the Supplier at the point of collection of the Articles.
- The Authority agrees that where the Articles to be collected are more than 30 miles from the nearest Supplier facility that the Supplier may charge additional transportation costs. These additional transportation costs will be detailed in the Implementation Plan (if any) or notified to the Authority in advance of collection of the Articles.

Receiving and Entry (New Boxes)

Upon arrival of the boxes at the Supplier facility the Supplier shall:

- Inbound the box (in accordance with the Authority's request).
- Allocate the box to a location within an appropriate Supplier facility.
- Capture the descriptive metadata from the information provided by the Authority prior to collection into SafeKeeperPLUS and/or any other Supplier system used for recording and tracking Articles in storage.

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Individual Listing (New Files)

Upon arrival of the files at the Supplier facility the Supplier shall:

- Inbound the file (in accordance with the Authority's request).
- Allocate the file to a location within an appropriate Supplier facility.
- Capture the descriptive metadata from the information provided by the Authority prior to collection into SafeKeeperPLUS and/or any other Supplier system used for recording and tracking Articles in storage.

Retrieval & Delivery

- Upon request of the Authority the Supplier shall locate, physically identify and, if in storage, retrieve the Article requested by the Authority from the relevant Supplier facility. Note any service performed in addition to the retrieval will be billed as a separate line item on the invoice (e.g. permanent withdrawal, destruction, imaging, faxing or secure destruction).
- The Supplier shall deliver the Article(s) to a central location within the Authority's facility. Unless agreed otherwise as a premium service, the Supplier will not deliver Articles to specific departments or individuals within the Authority's facility.
- When ordering retrieval services the Authority may elect one of the following delivery options.
 - o *Next Working Day / Normal Delivery*: subject to the order being received by the Supplier before 15:00 the Supplier will deliver the Articles between 08:00 and 18:00 on the next Working Day. Note orders received after 15:00 may be delivered on the Working Day following the next Working Day). A maximum of 25 Articles may be ordered by the Authority using this delivery option on any 1 day.
 - o *Rush Delivery*: the Supplier will deliver the Articles within 4 hours of receipt of instruction, or within such other period as may be agreed between the parties. A maximum of 5 Articles may be ordered in each Rush Delivery. Note Rush Delivery orders placed and required outside of the Supplier's standard working hours may be provided by the Supplier.

Should the Authority require the delivery of:

- o between 25 and 150 Articles by the Supplier at next Working Day / Normal Delivery rates the Supplier shall deliver them within 2 days;
 - o more than 150 Articles by the Supplier at next Working Day / Normal Delivery rates the Supplier will contact the Authority within four working hours of receipt of the order to agree timescales for the delivery of the Articles;
 - o Any 'List X' Articles by the Supplier, the Supplier will contact the Authority within 4 working hours of receipt of the order to agree timescales for the delivery of the Articles.
- The Authority must state in any request for retrieval services the type of delivery required. In the event that the Authority fails to specify the delivery option the Supplier will provide a next Day / Normal Delivery service.
 - For customers outside of mainland Britain, or in remote regions, delivery times will be agreed between the parties prior to the provision of Services.

Fax Back (or Fax and Refile and Fax and Deliver)

- The Authority may request the Supplier retrieves a specific Article, document or page.
- Once the Article has been retrieved, the required document or page(s) within that Article identified will be faxed to an agreed fax number within an agreed timescale.

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- By ordering the Fax Back Service the Authority acknowledges that facsimile transmission is appropriate for the nature of information being transferred.

Image on Demand

- The Customer may request that the Supplier scan and transmit parts or all of an Article electronically (usually via Secure File Transport Protocol transfer ("**SFTP**")) to the Authority.
- Upon the creation and storage of an Image or Images by the Supplier, the Supplier shall use reasonable endeavours to notify the Authority that the Image or Images is/are available for the Authority to download via a SFTP or similar system made available by the Supplier.
- The Supplier shall make the Image or Images available through the SFTP (or similar system made available by the Supplier) for 30 days following the date of notification referred to above. Following this 30 day period the Supplier may remove the Authority's access to the Image or Images and has irrevocable authority from the Authority to delete such Image or Images.
- The Supplier shall not be liable for a failure to: (i) create an image if the Supplier is unable to locate the required Article; or (ii) to provide access to the Image or Images due to:
 - o factors outside of the Supplier's reasonable control;
 - o any action or inaction of the Authority or its Authorised Users; or
 - o the Authority's or an Authorised User's equipment or telecommunications facilities, and/or third party equipment that are not within the sole control of the Supplier.
- The Authority agrees that it shall bear sole responsibility for ensuring that it retrieves the Image or Images in accordance with the terms of this RM Services Specification. The Authority also acknowledges and agrees that in the event that it fails to retrieve the Image or Images within the 30 day period set out above, the Supplier shall not be liable to the Authority whatsoever with regard to the provision of the Image or Images but shall nevertheless be entitled to receive the Fees for the services provided. The Authority agrees that if it wishes to receive the Image or Images that it failed to retrieve within the 30 day period set out above it shall re-request the creation of the Image or Images and this shall be treated as a new request and charged accordingly.

Permanent Withdrawal of Articles

- Upon request of the Authority the Supplier shall locate, physically identify and, if in storage, permanently retrieve the Article requested by the Authority from the Supplier facility. This applies whether upon termination or expiry of this Contract or whether as part of the Services during the term of this Contract.

Collection Services

The following collection types may be requested by the Authority:

New Boxes

- A box being sent into storage at a Supplier facility for the first time.

Refiles

- A box or file, previously retrieved from storage by the Authority, which is being returned to storage at a Supplier facility.
- When ordering collection services the Authority may elect one of the following options.
 - o *Next Working Day / Normal Collection:* subject to the order being received by the Supplier before 15:00 the Supplier will collect the Articles between 08:00 and 18:00 on the next Working Day. Note orders received after 15:00 may be collected on the

Working Day following the next Working Day). A maximum of 25 Articles will be collected from the Authority using this delivery option on any one day.

- *Rush Collection*: the Supplier will collect the Articles within 4 hours of receipt of instruction, or within such other period as may be agreed between the parties. A maximum of 5 Articles may be ordered in each Rush Collection. Note Rush Collection orders placed and required outside of the Supplier's standard working hours may be provided by the Supplier.

Should the Authority require the collection of:

- between 25 and 150 Articles by the Supplier at next Working Day / Normal Delivery rates the Supplier shall collect them within 2 days;
 - more than 150 Articles by the Supplier at next Working Day / Normal Delivery rates the Supplier will contact the Authority within 4 working hours of receipt of the order to agree timescales for the collection of the Articles;
 - Any 'List X' Articles by the Supplier, the Supplier will contact the Authority within 4 working hours of receipt of the order to agree timescales for the collection of the Articles.
- The Authority must state in any request for collection Services the type of collection required. In the event that the Authority fails to specify the collection option the Supplier will provide a next Working Day / Normal collection service.
 - For customers outside of mainland Britain or in remote regions, collection times will be agreed between the parties prior to the provision of Services.

Interfile

- A new file being sent in for storage in an existing box already in storage at a Supplier facility.

Document Insert

- A document to be added to an existing file already in storage at a Supplier facility.

Imaging

- A box being sent in for storage in a Supplier facility requiring the contents be digitally scanned.

Article Destruction

- The Authority may request to have a specific Article destroyed. Once confirmed via Authority signature, the Article will be retrieved from the storage location at the Supplier facility and destroyed in a secure and safe manner and in accordance with ISO Standard EN15713. Should the Authority require a significant volume of Articles to be destroyed the parties shall agree timescales for the destruction.
- A certificate of destruction will be supplied to the Authority within 30 days of the date of destruction.

Miscellaneous / Ancillary Services

- The cost and scope of any Services not detailed within this Contract shall be agreed in writing in advance between the parties. In the absence of prior written agreement such services shall be charged at the Supplier's then standard rates.
- Unless agreed otherwise in writing any such Services shall be subject to the Supplier's Terms and Conditions for the Supply of Services.

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Administration Support & Reports

- As part of the RM Services the Supplier shall, upon reasonable request, provide administrative assistance to the Authority in the management of its accounts.
- The Authority may generate reports through IM Connect, including those detailing Article movement and spend history (split by storage type and services).
- Should the Authority require additional reports or management information to be generated by the Supplier (other than through IM Connect) the Authority agrees to pay the Supplier's reasonable costs in providing such information (which may be charged at the Supplier's discretion).

Training

- An introductory training programme on the Supplier's bespoke online records management utility, "IM Connect", is available to Authorised Users free of charge as part of the implementation procedure.
- This training will cover how to place orders for the component aspects of the Supplier's RM Services as described above and any other relevant procedures that may be required.

Appendix 2
Rates and Charges

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Annex 1

Authority's Obligations

1. The Authority warrants and undertakes that it is the owner or legal custodian of the records and other items it deposits with or provides to the Supplier for storage and/or destruction (the **"Articles"**), and has all necessary authority to deposit the Articles and request that they be disposed of in accordance with the terms of the Agreement. The Authority shall indemnify the Supplier against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) of any rights of any third party in connection with the provision or receipt of the services or the use or possession of any Articles or in rectifying any conflict relating to property rights, custody, or disposal of such Articles.
2. The Authority shall:
 - a) (where required) allow the Supplier reasonable access to the Authority's Premises and Locations for the purposes of providing the Services and it will ensure the safety and security of the Premises and Locations where the Supplier Personnel will operate and further warrants that all Premises and Locations, at which the Supplier Personnel will provide or deliver the Services, contain no dangerous substance and present no risk to the Supplier Personnel or their property or to any Supplier equipment or facilities used to provide the Services;
 - b) not deposit with the Supplier any items other than hard copy records or non-paper media (e.g. tapes and CDs) and in particular (without limitation to the foregoing) will not under any circumstances deposit any flammable materials, explosives, toxic products, or other dangerous or risky products or materials, nor securities, jewellery, tickets or cheque stock, shares, literary or artistic manuscripts, rare or precious books, or other objects of intrinsic market value;
 - c) not deposit with the Supplier or handle therein any substance or product covered by applicable regulations relating to the environment, other hazardous products or any item the possession of which is illegal;
 - d) pay the Contract Price, in accordance with clause 9 of the General Terms and Conditions and Appendix 2 (Mini-Competition Response Document) of the Order Form, in case of a request for retrieve, search, or return that is (on the part of the Authority) erroneous, fruitless, or cancelled by the Authority after work has commenced;
 - e) indemnify and hold the Supplier harmless of any liability to the Authority or any third party in case of destruction of the Articles at the written instructions of the Authority;
 - f) provide the Supplier with all necessary information to the extent required for the provision of the Services.
3. In respect of its use of the Supplier's information and communications technology systems and software made available to the Authority in connection with the Services (the **"Supplier Systems"**), the Authority shall:
 - a) keep the authorised users under review and provide an up-to-date list of authorised users to the Supplier regularly and upon request;
 - b) where user names and/or passwords are issued to any authorised users, take all reasonable steps to safeguard, protect and prevent unauthorised use of such user names, passwords or both;
 - c) use, as applicable, the Supplier Systems only in relation to the Services during the term of receiving such Services and in accordance with any applicable terms of use issued or made available by the Supplier from time to time;
 - d) be responsible for making all arrangements necessary for the Authority to have access to the Supplier Systems;

- e) be responsible for ensuring that all authorised users who access the Supplier Systems through an internet connection are aware of the Supplier Systems terms of use (if any), and procure that they comply with them;
- f) not attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of any part of the Supplier Systems except to the extent and in the circumstances permitted by law;
- g) not misuse the Supplier Systems including but not limited to knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- h) not and will procure that the authorised users shall not attempt to gain unauthorised access to the Supplier Systems, the server on which the Supplier Systems are stored or any server, computer or database connected to the Supplier Systems.

Appendix 3

NOT USED

Appendix 4

NOT USED

Appendix 5

Change Control Process

1. Subject to the provisions of this Appendix 5, either party may request a variation to the Services and/or the terms of this Contract. Such a change is hereinafter called a "**Variation**".
2. Either party may request a Variation by giving notice in writing to the other party, giving sufficient information for the receiving party to assess the extent of the Variation and any additional cost(s) that may be incurred. The receiving party shall respond to a request for a Variation promptly, and shall use reasonable endeavours to comply with any time limits specified in the Variation request. Such time limits shall be reasonable having regard to the nature of the Variation.
3. Where the receiving party agrees to the proposed Variation, the parties shall record such Variation in a Contract Addendum, which shall be signed by both parties' authorised signatories.
4. In the event that the receiving party is unable to agree to a proposed Variation, the parties may:
 - a) agree to continue to perform their respective obligations under this Contract without the Variation; or
 - b) agree to such changes to the proposed Variation as are acceptable to both parties; or
 - c) where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure set out in clause 22 of Schedule 2.
5. If the parties agree the Variation, the parties shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was originally stated in this Contract.

Appendix 6

NOT USED

Appendix 7

NOT USED

Appendix 8
NOT USED

Appendix 8

NOT USED

Appendix 9

DATA PROTECTION PROTOCOL

Table A – Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	<i>Supplier/Data Processor will Process Personal Data as necessary to perform the services pursuant to the Contract. The Services include Document Storage, Scanning, Retrieval and Destruction.</i>
Duration of the Processing	<i>For the term of the call off order.</i>
Nature and purposes of the Processing	<p><i>The Supplier/Data Processor will only process Personal Data for the purpose of providing Document Storage and Scanning services to the customers/Data Controller named on the call off orders.</i></p> <p>The nature of the processing involves the collection, storage, organization, cataloguing, cleaning, reviewing, redaction, restriction, erasure or destruction of data.</p>
Type of Personal Data	<p><i>This includes any types of personal data CQC records as part of our regulatory role, and information recorded by CQC's predecessor organisations in the exercise of their own functions, and is not limited to:</i></p> <ul style="list-style-type: none"> <i>• The details of people who contact CQC or contacted its predecessor organisations (including names, addresses, phone numbers and emails);</i> <i>• Information about the care people are receiving and any concerns raised;</i> <i>• Information about the actions of the employees of registered providers; and/or</i> <i>• Regulatory action CQC or its predecessor organisations have taken against any individuals responsible for delivering health and social care (e.g. registered providers or managers);</i> <i>• Information relating to registration of services and individuals under HSCA 2008 or previous legislation</i>

Categories of Data Subject	<i>Members of Public</i> <i>Employees of registered providers</i> <i>People receiving health and social care</i> <i>Health and other professionals</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data data	The plan is to destroy the files when the hold for the Inquiry into Child Sexual Abuse is lifted t.

Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Officer” and “Data Subject”	shall have the same meanings as set out in the GDPR;

"Data Subject Access Request"	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
"Personal Data Breach"	shall have the same meaning as set out in the GDPR;
"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
"Protocol" or "Data Protection Protocol"	means this Data Protection Protocol;
"Sub-processor"	means any third party appointed to Process Personal Data on behalf of the Supplier related to this Contract.

1 DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only Processing that the Supplier is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Authority, include:
 - 1.3.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - 1.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

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1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:

1.4.1 process that Personal Data only in accordance with Table A of this Protocol, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before Processing the Personal Data unless prohibited by Law;

1.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event 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;

1.4.3 ensure that:

- (i) the Supplier Personnel do not Process Personal Data except in accordance with this Contract (and in particular Table A of this Protocol);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Protocol;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier 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 Authority or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

1.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

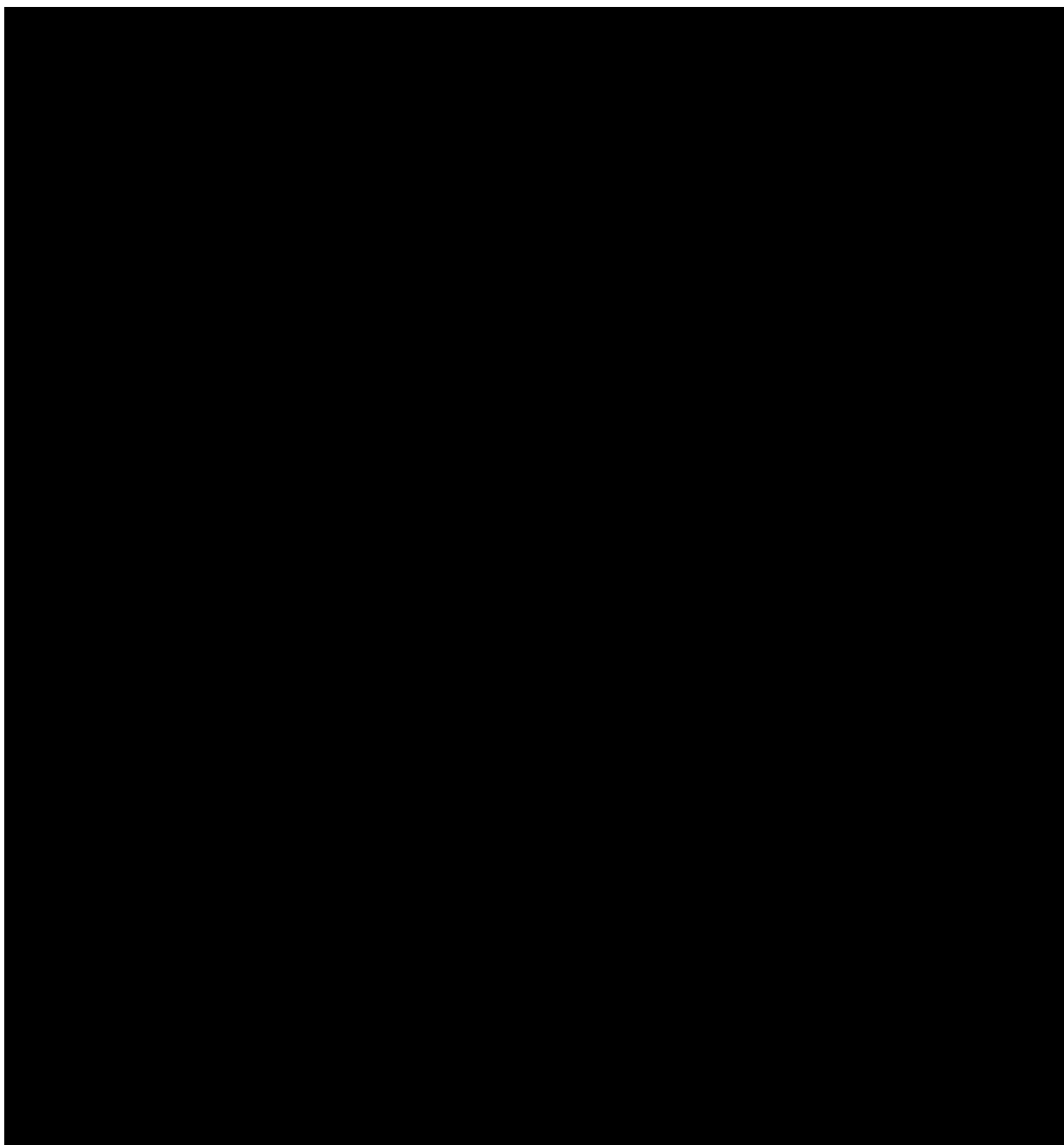
- (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Article 37 of the Law Enforcement Directive (Directive (EU) 2016/680)) as determined by the Authority;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Supplier 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 Authority in meeting its obligations); and

- (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data;
- 1.4.5 at the written direction of the Authority and subject to the applicable fees in accordance with the Contract, delete or return Personal Data (and any copies of it) to the Authority on termination or expiry of the Contract unless the Supplier is required by Law to retain the Personal Data.
- 1.5 Subject to Clause 1.6 of this Protocol, the Supplier shall notify the Authority without undue delay if it:
 - 1.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 1.5.2 receives a request to rectify, block or erase any Personal Data;
 - 1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 1.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
 - 1.5.5 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
 - 1.5.6 becomes aware of a Data Loss Event.
- 1.6 The Supplier's obligation to notify under Clause 1.5 of this Protocol shall include the provision of further information to the Authority in phases, as details become available.
- 1.7 Taking into account the nature of the Processing, the Supplier shall, provide the Authority 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 of this Protocol (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
 - 1.7.1 the Authority with full details and copies of the complaint, communication or request;
 - 1.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 1.7.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 1.7.4 assistance as requested by the Authority following any Data Loss Event;
 - 1.7.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Protocol. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
 - 1.8.1 the Authority determines that the Processing is not occasional;
 - 1.8.2 the Authority 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; and

- 1.8.3 the Authority determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Processing activity by the Authority or the Authority's designated auditor.
- 1.10 The Supplier shall designate a 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 Contract, the Supplier must:
- 1.11.1 notify the Authority in writing of the intended Sub-processor and Processing;
 - 1.11.2 obtain the written consent of the Authority;
 - 1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Protocol such that they apply to the Sub-processor; and
 - 1.11.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 1.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Authority may, at any time on not less than 30 Business Days' notice, revise this Protocol 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 Contract).
- 1.14 The Authority acknowledges and authorises the Supplier to engage third parties to Process the Personal Data, which shall include (a) Supplier's affiliates or parent companies; and (b) third-party Subprocessors, including Subprocessors engaged by the Supplier's affiliates or parent.
- 1.15 The Supplier shall make available to the Authority the current list of Subprocessors as part of this Contract (as detailed in Annex A) which shall include the identities of those Subprocessors, their country of location and the services they provide for the Authority.
- 1.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Business Days' notice to the Supplier amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.17 The Supplier shall comply with any further instructions with respect to Processing issued by the Authority by written notice. Any such further written instructions shall be deemed to be incorporated into Table A above from the date at which such notice is treated as having been received by the Supplier in accordance with Clause 27.2 of Schedule 2 of the Contract.
- 1.18 Subject to Clauses 1.13, 1.14, and 1.15 of this Protocol, any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

Annex A



Appendix A

Call-off Terms and Conditions for the Provision of Services

HealthTrust Europe Recitals

Background to Framework Agreement

- (A) HealthTrust Europe provides Procurement Services to the Beneficiaries on a call-off basis.
- (B) HealthTrust Europe procured the Framework Agreement for the benefit of the Beneficiaries, and the Beneficiary wishes to enter into a call-off Contract pursuant to such Framework Agreement.

Definitions

The following defined terms are used within this call-off Contract, such terms differing from those used within the Framework Agreement:

- (A) HealthTrust Europe shall be referred to as "**HealthTrust Europe**"; and
- (B) the Beneficiary shall be referred to as the "**Authority**".

NOW IT IS AGREED as follows:

Where an Order Form is issued by the Authority that refers to the Framework Agreement, the Contract is made between the Authority and the Supplier on the date of that Order Form. The Contract is subject to the terms set out in the schedules of these Call-off Terms and Conditions listed below ("**Schedules**").

The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of the Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Services on the terms of the Contract.

For the avoidance of doubt, any actions or work undertaken by the Supplier prior to the receipt of an Order Form covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Order Form.

The Definitions in Schedule 4 of these Call-off Terms and Conditions apply to the use of all capitalised terms in the Contract.

Schedules

Schedule 1 of these Call-off Terms and Conditions	Key Provisions
Schedule 2 of these Call-off Terms and Conditions	General Terms and Conditions
Schedule 3 of these Call-off Terms and Conditions	Information and Data Provisions

Schedule 4 of these Call- off Terms and Conditions	Definitions and Interpretations
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Schedule 1 of these Call-off terms and Conditions

Key Provisions

1 Application of the Key Provisions

The standard Key Provisions at Clauses 1 to 11 of this Schedule 1 of these Call-off Terms and Conditions shall apply to this Contract.

Extra Key Provisions shall only apply to this Contract where such provisions are set out as part of the Order Form.

2 Term

This Contract commences on the Commencement Date.

The Term of this Contract shall be as set out in the Order Form.

The Term may be extended in accordance with Clause 15.2 of Schedule 2 of these Call-off Terms and Conditions provided that the duration of this Contract shall be no longer than any maximum duration applicable to the Contract if such maximum duration is set out in the Framework Agreement (including any options to extend).

3 Contract Managers

The Contract Managers at the commencement of this Contract shall be as set out in the Order Form or as otherwise agreed between the Parties in writing.

4 Names and addresses for notices

Unless otherwise agreed by the Parties in writing, notices served under this Contract are to be delivered to such persons at such addresses as referred to in the Order Form.

5 Management levels for dispute resolution

Unless otherwise agreed by the Parties in writing, the management levels at which a dispute will be dealt with are as follows:

Level	Authority representative	Supplier representative
1	Contract Manager	Contract Manager
2	Assistant Director or equivalent	Assistant Director or equivalent
3	Director or equivalent	Director or equivalent

6 Order of precedence

Subject always to Clause 1.10 of Schedule 4 of these Call-off Terms and Conditions, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:

- 6.1.1 the Order Form (including the incorporated Mini-Competition Specification and Mini-Competition Response Document where applicable and appended to such Order Form);
- 6.1.2 the applicable provisions of the Framework Agreement other than the Specification and Tender Response Document;
- 6.1.3 the provisions on the front page of these Call-off Terms and Conditions for the Provision of Services;
- 6.1.4 Schedule 1 of these Call-off Terms and Conditions: Key Provisions;
- 6.1.5 the Specification and Tender Response Document (but only in respect of the requirements);
- 6.1.6 Schedule 2 of these Call-off Terms and Conditions: General Terms and Conditions;
- 6.1.7 Schedule 3 of these Call-off Terms and Conditions: Information Governance Provisions; and
- 6.1.8 Schedule 4 of these Call-off Terms and Conditions: Definitions and Interpretations.

7 Application of TUPE at the commencement of the provision of Services

Unless otherwise indicated in the Order Form, the Parties agree that at the commencement of the provision of Services by the Supplier TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.

If any person who is an employee of the Authority or a Third Party claims or it is determined that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a subcontractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:

- 7.1.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;
- 7.1.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;

7.1.3 if such offer of employment is accepted, the Supplier or a subcontractor shall immediately release the person from their employment;

7.1.4 if after that period specified in Clause 7.1.2 of this Schedule 1 of these Call-off Terms and Conditions has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but not accepted within a reasonable time, the Supplier or subcontractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person.

8 Change Control Process

8.1 This Contract shall be subject to a Change Control Process to the extent this is specified (if at all) in the Order Form.

9 Implementation Plan

9.1 This Contract shall be subject to an Implementation Plan to the extent this is specified (if at all) in the Order Form.

10 HealthTrust Europe provisions

10.1 In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 14 of Schedule 1 of the Framework Agreement ("**Beneficiary Withdrawal Notice**"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe

10.2 The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.

10.3 The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract.

11 Definitions

For the purposes of this Contract, in addition to the definitions set out in Schedule 4, the following terms shall have the following meanings:

“Beneficiary”	means UHCW and other Contracting Authorities that are entitled to use the Framework Agreement pursuant to the UHCW Framework;
“HealthTrust Europe”	means HealthTrust Europe LLP;
“Mini-Competition Response Document”	means, in the case of Competed Services (as defined in the Framework Agreement), the document appended as Appendix 2 to the Order Form for Competed Services set out at Schedule 7A of the Framework Agreement;
“Mini-Competition Specification”	means, in the case of Competed Services (as defined in the Framework Agreement), the document appended as Appendix 1 to the Order Form for Competed Services set out at Schedule 7A of the Framework Agreement;
“Procurement Services”	means the provision of core purchasing, strategic sourcing and other services by HealthTrust Europe pursuant to the UHCW Framework;
“UHCW”	means University Hospitals Coventry and Warwickshire NHS Trust; and
“UHCW Framework”	means the framework agreement between UHCW and HealthTrust Europe for the provision of Procurement Services.

Schedule 2 of these Call-off Terms and Conditions

General Terms and Conditions

The General Terms and Conditions shall be Schedule 2 of Appendix A of the NHS Framework Agreement For The Provision Of Services (January 2014) as published by the Department of Health. This is available for your convenience at <https://healthtrusteurope.box.com/nhsterms2014>.

Schedule 3 of these Call-off Terms and Conditions

Information and Data Provisions

1 Confidentiality

- 1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("**Discloser**") and subject always to the remainder of Clause 1 of this Schedule 3 of these Call-off Terms and Conditions, each Party ("**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:
- 1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;
- 1.1.2 the provisions of Clause 1 of this Schedule 3 of these Call-off Terms and Conditions shall not apply to any Confidential Information:
- (i) which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;
 - (ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (iii) which is authorised for disclosure by the prior written consent of the Discloser;
 - (iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
 - (v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.
- 1.2 Nothing in Clause 1 of this Schedule 3 of these Call-off Terms and Conditions shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**") or the Environmental Information Regulations 2004 ("**Environmental Regulations**").
- 1.3 The Authority may disclose the Supplier's Confidential Information:

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- 1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);
- 1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;
- 1.3.3 to any relevant party for the purpose of the examination and certification of the Authority's accounts;
- 1.3.4 to any relevant party for 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;
- 1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or
- 1.3.6 on a confidential basis, to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract;

and for the purposes of this Contract, references to disclosure "on a confidential basis" shall mean the Authority making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this Schedule 3 of these Call-off Terms and Conditions.

- 1.4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation to this Contract, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 of these Call-off Terms and Conditions as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Authority's written discretion, destroyed securely or returned to the Authority when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Contract.
- 1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3 of these Call-off Terms and Conditions, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Contract and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Contract.
- 1.6 Clause 1 of this Schedule 3 of these Call-off Terms and Conditions shall remain in force:
 - 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
 - 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

2 Data protection

- 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply

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with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

- 2.2 Where the Supplier is Processing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol.
- 2.3 The Supplier and the Authority shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Authority under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).
- 2.4 Where, as a requirement of this Contract, the Supplier is Processing Personal Data relating to patients and/or service users as part of the Services, the Supplier shall:
 - 2.4.1 complete and publish an annual information governance assessment using the NHS information governance toolkit;
 - 2.4.2 achieve a minimum level 2 performance against all requirements in the relevant NHS information governance toolkit;
 - 2.4.3 nominate an information governance lead able to communicate with the Supplier's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Supplier's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;
 - 2.4.4 report all incidents of data loss and breach of confidence in accordance with Department of Health and/or the NHS England and/or Health and Social Care Information Centre guidelines;
 - 2.4.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;
 - 2.4.6 put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient's integrated electronic care record);
 - 2.4.7 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract;
 - 2.4.8 where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings;
 - 2.4.9 at all times comply with any information governance requirements and/or processes as may be set out in the Specification and Tender Response Document; and
 - 2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by the Authority from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.

- 2.5 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 3 of these Call-off Terms and Conditions, as if such Sub-contractor were the Supplier.

3 Freedom of Information and Transparency

- 3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 3.2 The Supplier shall assist and cooperate with the Authority to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:
- 3.2.1 that this Contract and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA, Codes of Practice and Environmental Regulations;
 - 3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Authority;
 - 3.2.3 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Authority;
 - 3.2.4 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;
 - 3.2.5 that the Authority, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Contract; and
 - 3.2.6 to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Authority within five (5) Business Days of that request and without charge.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.
- 3.4 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.

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- 3.5 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 3 of these Call-off Terms and Conditions, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority's absolute discretion.
- 3.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.
- 3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3 of these Call-off Terms and Conditions, as if such Sub-contractor were the Supplier.

4 Information Security

- 4.1 Without limitation to any other information governance requirements set out in this Schedule 3 of these Call-off Terms and Conditions, the Supplier shall:
- 4.1.1 notify the Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority's information governance Policies; and
 - 4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.
- 4.2 Where required in accordance with the Specification and Tender Response Document, the Supplier will ensure that it puts in place and maintains an information security management plan appropriate to this Contract, the type of Services being provided and the obligations placed on the Supplier. The Supplier shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.
- 4.3 Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

Schedule 4 of these Call-off Terms and Conditions

Definitions and Interpretations

The Definitions and Interpretations shall be Schedule 4 of Appendix A of the NHS Framework Agreement For The Provision Of Services (January 2014) as published by the Department of Health. This is available for your convenience at <https://healthtrusteurope.box.com/nhsterms2014>.

The Definitions in the Framework Agreement Variation dated xx/xx/2018 between the Parties shall apply and supplement the above Definitions in Schedule 4 Call Off Terms and Conditions.

