

COMMERCIAL CONDITIONS OF CONTRACT FOR SERVICES CONTRACTS

[CONTRACT REFERENCE NUMBER]

[CONTRACT TITLE]

These Services clauses MUST be read in conjunction with the Public Sector Standard Conditions of Contract.

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[NOTE TO BUYER: Any clauses in square brackets [] AND highlighted in yellow are optional clauses. Where optional clauses are not used, please delete the clause and put the words “NOT USED” beside the number in both the contents page and at the actual clause.]

1.0 Interpretation

- 1.1 These Commercial Conditions of Contract shall at all times be read in conjunction with the Public Sector Standard Conditions of Contract. If there is any ambiguity or inconsistency in or between the Public Sector Standard Conditions of Contract and the Commercial Conditions of Contract, the Commercial Conditions of Contract shall take precedence.
- 1.2 The definitions set out in the Public Sector Standard Conditions of Contract shall apply to the Contract, including to these Commercial Conditions of Contract, unless otherwise expressly defined in these Commercial Conditions of Contract. For the avoidance of doubt, any references to clauses stated in these Commercial Conditions of Contract shall be in relation to the clauses which are contained in the Commercial Conditions of Contract unless expressly stated otherwise.
- 1.3 In these Commercial Conditions of Contract, the following words will have the following meanings:¹

“Affiliates”	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.
“Client Data”	means:- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Client; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or

^{[1} Drafting Note: The terms highlighted in yellow above should be retained if personal data is being processed under schedules 5/6/7].

	(b) any Personal Data for which the Client is the Data Controller.
“Client System”	means the Client’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Client or the Contractor in connection with this Contract which is owned by the Client or licensed to it by a third party and which interfaces with the Contractor System or which is necessary for the Client to receive the Services.
“Contractor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of the contractor's obligations under this Contract.
“Contractor Software”	means software which is proprietary to the Contractor (or an Affiliate of the Contractor) and which is or will be used by the Contractor for the purposes of providing the Services.
“Contractor System”	means the information and communications technology system used by the Contractor in implementing and performing the Services including the Software, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Client’s System).
“Control”	means the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “ Controls ” and “ Controlled ” shall be interpreted accordingly.”
“Controller” “Processor” “Data Subject” “Personal Data Breach” “Data Protection Officer”	have the meaning given in UK Data Protection Legislation.
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data

	in breach of this Agreement, 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 Schedule”	means the Schedule to the Commercial Conditions of Contract entitled ‘ <i>Processing, Personal Data and Data Subjects.</i> ’
“Data Subject”	has the meaning given in UK Data Protection Legislation .
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to UK Data Protection Legislation to access their Personal Data.
“DPA 2018”	means Data Protection Act 2018.
“Equipment”	means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under this Contract.
“UK GDPR”	means the UK General Data Protection Regulation.
“ICT Environment”	means the Client System and the Contractor System.
“Joint Controller”	means where two or more Controllers jointly determine the purposes and means of processing.
“Joint Controller Agreement Schedule”	means the Schedule to the Commercial Conditions of Contract entitled ‘Joint Controller Agreement’.
“Key Personnel”	means any persons specified as such in the Tender or the Specification (as the case may be), or otherwise notified by the Client to the Contractor in writing.
“Malicious Software”	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Personal Data”	means personal data (as defined in UK Data Protection Legislation) which is Processed by the Contractor or any sub-contractor on behalf of the Client or the Authority pursuant to or in connection with this Contract.
“Process”	has the meaning given to it under UK Data Protection Legislation and “ Processed ” and “ Processing ” shall be construed accordingly.
“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.
“Purchase Order”	means the Client’s order for Services which has a unique number, and details the Services to be supplied by the Contractor to the Client in accordance with the terms of this Contract.
“Software”	means the Contractor’s Software or the Third Party Software.
“Sub-processor”	means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.
“Third Party Software”	means software which is proprietary to any third party (other than an Affiliate of the Contractor) which in any case will be or is proposed to be used by the Contractor for the purposes of providing the Services.
“UK Data Protection Legislation”	means: <ul style="list-style-type: none"> i) the UK GDPR; ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; iii) Part 3 of the DPA 2018, iv) all applicable Law about the processing of personal data and privacy.

2.0 Contract Period

- 2.1 The Contract shall take effect on the Commencement Date and shall continue until the end of the Contract Period.

[NOTE TO BUYER: Choose option A or B and use numbering 2.2 only.]

[Option A]

2.2.1 The Client may, no later than six Months prior to the Initial Contract Period Expiry Date, give notice in writing to the Contractor to invite the Contractor to agree to extend the Contract for any period up to and including **[XX]** Months commencing from the Initial Contract Period Expiry Date (the “**First Extension Period**”).

2.2.2 Thereafter, the Parties may agree in writing to extend the Contract for **[XX]** further periods of up to and including **[XX]** Months beyond the end of the First Extension Period provided that the Client gives notice in writing, no later than six Months before the expiry of any current contract extension period, to invite the Contractor to agree to accept the proposed extension.

2.2.3 The Contractor shall notify the Client in writing within the reasonable timescale as specified by the Client of its decision as to whether it agrees to accept any proposed extension of the Contract.]

[OR]

[Option B]

2.2 There shall be no extensions to the Initial Contract Period.]

3.0 [Extension of the Contract Period²

3.1 If it is agreed by both Parties that the Contract is to be extended under clause 2.2, the provisions of the Contract will apply, subject to any variation or adjustment to the Contract Price pursuant to clause 4.3 of this Contract, for the duration of any such extended period.

3.2 If the Contractor does not agree in writing to accept any proposed extension of the Contract within the timescale as specified by the Client, the Contract shall automatically terminate at the Initial Contract Period Expiry Date or upon the expiry of any current extension period (if the Contract has continued past the Initial Contract Period Expiry Date).]

^[2] Drafting note: clause 3 should be removed if there are no extensions of contract.]

4.0 Contract Price

- 4.1 In consideration of the performance of the Contractor's obligations under the Contract, the Client shall pay the Contract Price in accordance with this clause, clause 5.0 and Schedule 2 (Pricing Schedule) during the Contract Period.
- 4.2 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which will be charged in addition at the rate in force at the date as shown on the invoice.
- 4.3 [In the event that the Contractor agrees to extend the Initial Contract Period, the variation to the Contract Price shall be calculated in respect of any such extension as follows:
- i. For the First Extension Period, any variation to the Contract Price shall be based on the percentage change in the Consumer Prices Index as published by the Office of National Statistics (the "**Percentage Change**") between the Commencement Date and the date 6 Months before the expiry of the Initial Contract Period.
 - ii. For any further extensions to the Contract after the First Extension Period, any further variation to the Contract Price shall be based on the Percentage Change between the commencement date of the current contract extension period and the date 6 Months prior to the expiry of the current extension period.]

[NOTE TO BUYER: Clause 4.3 should be deleted if 2.2(b) is chosen (i.e. if it is decided that no contract extension provisions will apply).]

5.0 Payment

- 5.1 The Client will pay the Contractor the Contract Price for the Services no later than 30 days after the receipt of a valid invoice in accordance with Schedule 2 (Pricing Schedule).
- 5.2 The Client reserves the right to withhold or delay payment in relation to any invoice which is not submitted in accordance with the Specification and Schedule 2. The Client shall as soon as is reasonably practicable notify the Contractor accordingly of such a withholding or delay of payment in writing.
- 5.3 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Client to substantiate the invoice. The characteristics of a valid invoice are detailed in Schedule 2 (Pricing Schedule).
- 5.4 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.

- 5.5 The Contractor shall indemnify the Client on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Client at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under this Contract. Any amounts due under this clause 5.5 shall be paid by the Contractor to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.
- 5.6 The Contractor shall make any payments due to the Client (whether overpayments made by the Contractor or otherwise) without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Client to the Contractor.
- 5.7 [If for any reason the Contract comes to an end otherwise than on the last day of a month the Client must pay in respect of the partly completed month on a pro-rata basis for the number of days worked as a proportion of the number of working days in the partly completed month.]³

6.0 Recovery of Sums Due

- 6.1 Wherever under this Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Client in respect of any breach of this Contract), that sum may be deducted unilaterally by the Client from any sum then due, or which at any later time may become due, to the Contractor under this Contract.
- 6.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 6.3 All payments due shall be made within a reasonable time unless otherwise specified in this Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

7.0 Supply of Services

- 7.1 In consideration of the amounts due under this Contract Price, the Contractor will provide the Services to the Client during the Contract Period in accordance with the Specification which shall include the Contractor complying with any obligations set out in the Specification.

[³ Drafting note: To be considered whether this clause should be retained in each case e.g. if there is a fixed/hourly rate.]

- 7.2 If any Services provided to the Client were procured or obtained by the Contractor from third parties, then any guarantees, warranties, benefits or indemnities which the Contractor holds from such third parties in respect of those Services will be held on trust for the Client.
- 7.3 In providing the Services, the Contractor shall:
- 7.3.1 co-operate with the Client in all matters relating to the Services, and comply with all the Client's instructions;
 - 7.3.2 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and within sufficient numbers to ensure that the Contractor's obligations are fulfilled in accordance with this Contract;
 - 7.3.3 provide Staff with a form of identification that is acceptable to the Client and which staff shall display on their clothing at all times when they are on the Client's Premises
 - 7.3.4 instruct its Staff not to smoke on the Client's Premises except where it is expressly permitted to do so.
 - 7.3.5 ensure that the Services will conform with all descriptions and requirements set out in the Specification;
 - 7.3.6 provide all Equipment, tools and vehicles and such other items as are required to provide the Services;
 - 7.3.7 at all times comply with the Quality Standards, and where applicable maintain registration with the relevant Quality Standards authorisation body; and
 - 7.3.8 the Contractor shall perform all its obligations under the Contract in accordance with all applicable Law and Good Industry Practice.
- 7.4 Without prejudice to any other right of remedy of the Client, if the Client informs the Contractor that it considers that any part of the Services does not meet the Specification or the requirements of the Contract or differs in any way (other than in a minor inconsequential way) from the Specification or its requirements, and this is other than as a result of Default or negligence on the part of the Client, the Contractor shall at its own expense re-schedule and re-perform any part of the Services correctly within such reasonable time as may be specified by the Client.
- 7.5 The Client envisages that it may require additional services and/or goods to be provided by the Contractor during the Contract Period. While the precise scope and extent of such additional services cannot be agreed at this time, the intention is for any such additional services to be included within the scope of this Contract in accordance with the Variation Procedure set out in Clause 11 of the Public Sector Standard Conditions of Contract, the precise scope and extent of such additional

services being agreed between the Parties. Without limiting the generality of the above, as at the Commencement Date, the Client envisages that it may require those additional services identified under the "Potential Services" heading in the Specification. For the avoidance of doubt, the terms of the Contract shall apply to any such additional services.

8.0 Access to Premises

- 8.1 The Client may inspect and examine the manner in which the Contractor supplies the Services, at the Premises, during normal business hours, on reasonable notice to the Contractor.
- 8.2 If necessary, the Client will provide the Contractor with reasonable access at reasonable times to its Premises for the purpose of providing the Services.

9.0 Provision and Removal of Equipment

- 9.1 The Contractor shall provide all the Equipment necessary for the supply of Services.
- 9.2 The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.
- 9.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Client shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Client's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed by both Parties in writing, Equipment brought onto the Premises will remain the property of the Contractor.
- 9.4 The Contractor shall maintain all their items of Equipment within the Premises in a safe, serviceable and clean condition.
- 9.5 The Client shall be entitled at any time during the Contract Period to order in writing, that the Contractor at its own expense and as soon as reasonably practicable:
 - i. remove from the Premises any Equipment which in the reasonable opinion of the Client is either hazardous, noxious or not in accordance with the Contract; and
 - ii. replace such item with a suitable substitute item of Equipment.
- 9.6 If the Contractor provides Services from the Client's Premises, on completion of the Services, or upon the termination or expiry of the Contract (whichever is the earliest date) the Contractor will vacate the

Client's Premises, remove his plant, Equipment and unused materials and will clear away from these Premises all rubbish arising out of the Services and leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

10.0 Inspection of Premises

- 10.1 The Contractor is deemed to have inspected the Premises before submitting its tender so as to have understood the nature and extent of the Services to be carried out and is satisfied in relation to all matters connected with the performance of its obligations under this Contract.

11.0 Late Delivery of Services

[NOTE TO BUYER: To be considered whether option 1 or 2 are to be used for each Contract.]

[Option 1]

- [11.1 Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time promised or specified in the Specification, the Client may release itself from any obligation to accept and pay for the Services and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Client.]

[OR]

[Option 2]

- [11.1 Failure by the Contractor to provide the Services or any part of them within the time agreed shall entitle the Client to terminate this Contract and purchase other Services of the same or similar description to make good such default and recover from the Contractor the amount by which the cost of purchasing other Services exceeds the amount that would have been payable to the Contractor in respect of the Services replaced by such purchase provided that the Client uses all reasonable endeavours to mitigate its losses in this respect.]

- 11.2 Without prejudice and in addition to the terms of clause 11.1 the Client shall be at liberty to charge an administration fee, not in excess of 10% of the gross cost of any other services purchased, as a result of a breach of clause 11.1. Such administration fees shall be in addition to any charge levied under clause 11.1.

- 11.3 Having given careful consideration to this matter, all monies payable by the Contractor under clause 11.1 and 11.2 are considered by the Parties to be a genuine pre-estimate of the losses which the Client will incur in

relation to the Contractor's failure to deliver the Services by the time agreed it being impossible to quantify the actual aggregate losses sustainable by the Client in terms of both loss of revenue as well as loss of reputation and prestige (the Parties acknowledging that hypothetically the losses sufferable by the Client might be more or less than the agreed liquidated damages calculation); arrived at without any inequality of bargaining position as between the Parties as a true bargain between the Parties; fair, given the nature and circumstances of the Contract; neither excessive, extravagant, unconscionable or oppressive in all the circumstances; and as such these monies are payable as liquidated damages such that the Contractor waives absolutely any entitlement to challenge the enforceability in whole or in part of this clause 11.0. The Parties' joint intention in agreeing a scheme of liquidated damages in such circumstances is to substantially reduce and, to the fullest extent possible in law, eliminate, the risk of a dispute and potential litigation in relation to such circumstances.

11.4 Each Party confirms that (i) it has taken specific legal advice on the effect of this clause and (ii) based on such advice, it does not enter into this Contract in anticipation that, or with any expectation that this clause will be unenforceable for any reason.]

12.0 Staff and Key Personnel

- 12.1 The Contractor warrants and represents that all Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.
- 12.2 The Contractor shall engage, employ and pay all monies due to Staff required to carry out this Contract and shall be entirely responsible for setting the pay and conditions of service for his Staff and for any compensation payments due to them howsoever arising.
- 12.3 If in the opinion of the Client any Staff of the Contractor has behaved inappropriately or is incapable of efficiently performing his duties, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such a person without delay on being required to do so and cause the work to be performed by such other person as may be necessary, in default of which the Client may employ such other person as may be deemed necessary for the purposes of carrying out the work and recover from the Contractor the additional cost thereby incurred.
- 12.4 Any Key Personnel will not be released from supplying the Services without the agreement of the Client, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 12.5 Any replacements to the Key Personnel will be subject to the agreement of the Client. Such replacements will be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 12.6 In the event that the Contractor is unable to provide replacement Staff, acceptable to the Client's representative, within reasonable time, then the Client reserves the right to obtain replacement Staff from other sources and pass any additional cost on to the Contractor. The Client reserves the right to terminate this Contract where the failure to provide a replacement has a detrimental effect to the timely provision of the Services in accordance with clause 40.0 (Termination of Contract, Public Sector Standard Conditions of Contract).
- 12.7 The Client shall not unreasonably withhold its agreement under clause 12.5. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on this Contract which could be caused by a change in Key Personnel.

13.0 Indemnity

- 13.1 Neither Party excludes or limits liability to the other Party for:
- i. Death or personal injury caused by its negligence; or
 - ii. Fraud; or
 - iii. Fraudulent misrepresentation; or
 - iv. Any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 13.2 Subject to clause 13.3, the Contractor shall indemnify the Client and keep the Client indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the delay, late or purported supply, of the Services or the performance, non-performance or delay in performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.
- 13.3 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Client or by breach by the Client of its obligations under the Contract.
- 13.4 Subject always to clause 13.1, the liability of either Party for Defaults shall be subject to the following financial limits:

- i. the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the Property of the other under or in connection with this Contract shall in no event exceed **[X]** million pounds (**£[X],000,000**); and
 - ii. the annual aggregate liability under this Contract of either Party for all Defaults (other than a Default governed by clause 13.4(i) shall in no event exceed the greater of **[£(words)/(figures)]** or **([words per cent] [figures %])** of the Contract Price paid or payable by the Client to the Contractor in the year in which the liability arises.
- 13.5 Subject always to clause 13.1; in no event shall either Party be liable to the other for any:
- i. loss of profits, business, revenue or goodwill; and/or
 - ii. indirect or consequential loss or damage.
- 13.6 The provisions of clause 13.5 will not limit the Client's right to recover for;
- i. additional operational, administrative costs and/or expenses resulting from the direct Default of the Contractor;
 - ii. wasted expenditure or charges rendered unnecessary and incurred by the Client arising from a Default by the Contractor;
 - iii. additional cost of procuring replacement services for the remainder of the term of the Contract;
 - iv. additional costs to maintain the Services arising from a Default by the Contractor;
 - v. anticipated savings; and
 - vi. any costs and losses arising from delay in performance.
- 13.7 The Contractor shall effect and maintain with a reputable company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of **6 (six) years** following the expiration or earlier termination of the Contract. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
- 13.8 The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.

13.9 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of this Contract the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

13.10 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause 13.2.

14.0 Professional Indemnity

14.1 The Contractor shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. To comply with its obligations under this clause and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, sub-contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than **[XX]** for each individual claim or such higher limit as the Client may reasonably require (and as required by law) from time to time. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

15.0 Protection of Information Assurance

15.1 When handling Information belonging to or supplied by the Client, the Contractor will ensure the security of the data is maintained in line with the protective marking given to that data by the Client, and by adopting the appropriate elements of the Cabinet Office Security Policy Framework and supporting documents and any successors thereof as agreed with the Client and set out in the Tender, Award Letter or Specification.

15.2 The Client reserves the right to inspect the physical location of the Information store or processing, back-up arrangements and review at appropriate intervals to be agreed with the Client any information assurance processes and procedures in place.

16.0 [Break⁴

16.1 The Client shall have the right to terminate the Contract in all or part at any time by giving three months' written notice to the Contractor.

[⁴ Drafting note: notice for break may be varied for each contract.]

16.2 In addition to clause 40.7 of the Public Sector Standard Conditions of Contract, termination of this Contract shall not affect the continuing rights, remedies or obligations of the Client or the Contractor under clauses 5.0 (Payment), 6.0 (Recovery of Sums Due), 13.0 (Liability, Indemnity and Insurance), 14.0 (Professional Indemnity).]

17.0 Contractor's Premises Security

17.1 Where the Services are provided from the Contractor's Premises, the Contractor will, at their own cost, comply with all security requirements specified by the Client in writing.

18.0 Tax Arrangements of Public Sector Appointees

18.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**") and all other statutes and regulations relating to income tax in respect of that consideration.

18.2 Where the Contractor is liable to National Insurance Contributions ("**NICs**") in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits (Northern Ireland) Act 1992 or equivalent and all other statutes and regulations relating to NICs in respect of that consideration.

18.3 The Client may, at any time during the term of this contract, request the Contractor to provide information which demonstrates how the Contractor complies with clauses 18.1 and 18.2 above or why those clauses do not apply to them.

18.4 A request under clause 18.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.

18.5 The Client may terminate this contract if:-

- i. in the case of a request mentioned in Clause 18.3 above:-
 - the Contractor fails to provide information in response to the request within a reasonable time; or
 - the Contractor provides information which is inadequate to demonstrate either how the Contractor complies with clauses 18.1 and 18.2 above or why those Clauses do not apply to them;
- ii. in the case of a request mentioned in clause 18.4 above, the Contractor fails to provide the specified information within the specified period; or

- iii. it receives information which demonstrates that, at any time when clauses 18.1 and 18.2 apply to the Contractor, the Contractor is not complying with those clauses.

18.6 The Client may supply any information which it receives under clause 18.5(iii) to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

19.0 Monitoring of Contract Performance

19.1 The Contractor shall comply with the monitoring arrangements set out in Schedule 3 (Contract Management/Monitoring) to these Commercial Conditions of Contract including, but not limited to, providing such data and information as the Contractor may be required to produce under this Contract.

20.0 [Social Considerations]

20.1 The Contractor shall comply with the obligations set out in Schedule 4 (Social Considerations) to these Commercial Conditions of Contract in connection with social considerations.]

21.0 Security

21.1 The Contractor shall comply with the obligations set out in Schedule 5 (Security Schedule) to these Commercial Conditions of Contract in connection with any security requirements.

22.0 [Licence to Occupy Premises]

22.1 Any land or Premises made available from time to time to the Contractor by the Client in connection with this Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under this Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of this Contract.

22.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under this Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Client may reasonably request.

22.3 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Client at the Contractor's expense. The Client shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Client.

22.4 The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Client, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

22.5 The Parties agree that there is no intention on the part of the Client to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Contract, the Client retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.]

23.0 [Intellectual Property Rights]

23.1 All IPRs arising in or relating to the Services provided under this Contract, including but not limited to, in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material ("**the IP Materials**"):

- i. furnished to or made available to the Contractor by or on behalf of the Client shall remain vested in the Client and its licensors; and
- ii. generated by the Contractor for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall vest and remain vested in the Client and the Contractor hereby assigns the Intellectual Property Rights referred to in this clause 23.1 (ii) to the Client.

23.2 The Contractor hereby assigns all IPRs, as legal and beneficial owner, which may subsist in the IP Materials prepared in accordance with clause 23.1(ii). This assignment shall take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the IPRs produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.

23.3 The Contractor shall ensure that the third party owner of any IPRs that are or which may be used to perform this Contract grants to the Client a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Client an authorised sub-licence, to use, reproduce, modify, develop and maintain the IPRs in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Client to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Client.]

24.0 [Data Protection]

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

24.2 The Contractor shall notify the Client immediately if it considers that any of the Client's instructions infringe UK Data Protection Legislation.

24.3 The Contractor shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

24.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with the Data Protection Schedule, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Client before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Client may reasonably reject (but failure to reject shall not amount to approval by the Client of the adequacy of the Protective Measures), having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- (c) ensure that:

- i. the Staff do not process Personal Data except in accordance with this Contract (and in particular the Data Protection Schedule);
- ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor 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 Client or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the UK or EEA unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - i. the Client or the Contractor has provided appropriate safeguards in relation to the transfer in accordance with UK Data Protection Legislation as determined by the Client;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under UK 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 Client in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

24.5 Subject to clause 24.6, the Contractor shall notify the Client immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under UK Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

24.6 The Contractor's obligation to notify under clause 24.5 shall include the provision of further information to the Client in phases, as details become available.

24.7 Taking into account the nature of the processing, the Contractor shall provide the Client with full assistance in relation to either Party's obligations under UK Data Protection Legislation and any complaint, communication or request made under clause 24.5 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:

- (a) the Client with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in UK Data Protection Legislation;
- (c) the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Client following any Data Loss Event;
- (e) assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.

24.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 Staff, unless:

- (a) the Client determines that the processing is not occasional;
- (b) the Client determines the processing includes special categories of data as referred to in UK Data Protection Legislation or Personal Data relating to criminal convictions and offences referred to in UK Data Protection Legislation; and
- (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

24.9 The Contractor shall allow for audits of its Data Processing activity by the Client or the Client's designated auditor.

24.10 The Contractor shall designate a Data Protection Officer if required by UK Data Protection Legislation.

24.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:

- (a) notify the Client in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Client;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 24.0 such that they apply to the Sub-processor; and
- (d) provide the Client with such information regarding the Sub-processor as the Client may reasonably require.

24.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

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

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

24.15 Where the Parties include two or more Joint Controllers as identified in the Data Protection Schedule in accordance with UK Data Protection Legislation, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in the Joint Controller Agreement Schedule in replacement of Clauses 24.1-24.14 for the Personal Data under Joint Control].

[NOTE TO BUYER: Any clauses in square brackets [] AND highlighted in yellow are optional clauses. Where optional clauses are not used, please delete the clause and put the words "NOT USED" beside the number in both the contents page and at the actual clause.]

SCHEDULE 1 - SPECIFICATION SCHEDULE

1. **[NOTE TO BUYER: The specification should include among other things description of the Services and outputs to be supplied including, where appropriate, performance indicators, skills required from Key Personnel, the Premises and the Quality Standards, delivery requirements (including Agreed Delivery Date), details of Business Continuity and Disaster Plan, any additional services that may be required.]**

2. [POTENTIAL ADDITIONAL SERVICES]

[NOTE TO BUYER: For the purposes of clause 7.5 and to assist in applying Regulation 72 of the Public Contracts Regulations 2015, the Client should list certain other areas that it may wish to include within the scope of this Contract. Note that the scope of the procurement must be wide enough to cover these.]

SCHEDULE 2 - PRICING SCHEDULE

[NOTE TO BUYER: Include pricing profile (i.e. payment on deliverables), invoicing arrangements and relevant Contracting Authority/Client details.

Create separate document called Pricing Schedule containing same information as included here. It should then be added to the Financial Folder in eTendersNI.

All pricing schedules should include a statement that pricing must be in pounds sterling.]

1. [INTRODUCTION

1.1. This Schedule 2 details:

1.1.1. the Invoicing Procedure; and

1.1.2. the Payment Profile.

2. INVOICING PROCEDURE

2.1. The Contractor shall, following the [Commencement Date] submit invoices directly to the address specified below

[Address 1
Address 2
Address 3]

2.2. For an invoice to be considered valid it must be legible, from which a clear scanned image can be produced, and clearly show the following information:

- (a) where related to a purchase order (PO), the wording "Purchase Order" or "PO" followed by the 10 digit PO number, or where not related to a PO, the contact name in the AUTHORITY (i.e. the person requesting the Services)
- (b) the invoice number, or where a utility bill, the account number
- (c) payment terms
- (d) invoice date / tax point
- (e) supplier name, address, postcode and VAT registration number
- (f) remittance name and address where this is different to (f) above

- (g) goods / service details which match the PO details, including quantity billed, item description, unit of measure, unit price and total value
- (h) the agreed charge, including any discounts, handling and freight charges and a breakdown clearly showing each VAT amount and the applicable VAT rate (and where not complete, a breakdown of the relevant work or services as they relate to this charge or an explanation of a difference in expected charge)

3. INVOICE PAYMENT

- 3.1. The Client shall pay all valid invoices submitted in accordance with the provisions of this Schedule 2 and in accordance with the provisions of clause 5 (Payment).
- 3.2. In the event of a disputed invoice, the Client shall make payment in respect of any undisputed amount in accordance with the provisions of clause 5 and return the invoice to the Contractor within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Contractor shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Contractor accepts the Client's proposed amendments. If it does then the Contractor shall supply with the response a replacement valid invoice. If it does not then the matter shall be dealt with in accordance with the provisions of clause 6.2 (Recovery of Sums Due).

4. PAYMENT PROFILE

- 4.1. The Payment Profile in respect of the Services provided under this Contract is as follows:

[***Insert Payment Profile relevant to each Service, as specified***]

Payment Event	Amount

- 4.1.1. [Monthly in arrears] / [Quarterly in arrears]

SCHEDULE 3 - CONTRACT MANAGEMENT/MONITORING SCHEDULE

[NOTE TO BUYER: Include monitoring provisions linking to performance indicators highlighted in the Specification Schedule and payment Milestones, where applicable.]

As part of its contract management procedures, the Client will apply the [Protocol for Managing Supplier Poor Performance](#).

The Protocol sets out a series of five escalating stages to enable the Client to manage poor performance by Contractors.

At Stage 4, as an alternative to terminating the contract, a Notice of Written Warning can be issued to the Contractor.

At Stage 5, as an alternative to terminating the contract, a Notice of Unsatisfactory Performance can be issued to the Contractor.

If a Contractor has received more than one current Notice of Written Warning the **[Name of CoPE]** at its discretion, can consider the Contractor's exclusion from future procurement competitions, being undertaken on behalf of bodies covered by the Northern Ireland Public Procurement Policy, for a period of 12 months.

If a Contractor is subject to a Notice of Unsatisfactory Performance the **[Name of CoPE]**, at its discretion, can consider the Contractor's exclusion from future procurement competitions, being undertaken on behalf of bodies covered by the Northern Ireland Public Procurement Policy, for a period of 3 years.

A central Register of suppliers in receipt of current Notices and Terminations will be maintained by Construction & Procurement Delivery (CPD) and will be publicly available on its website. This Register will cover all procurements by bodies subject to [Northern Ireland Public Procurement Policy](#).

SCHEDULE 4 - SOCIAL CONSIDERATIONS SCHEDULE

[NOTE TO BUYER: Insert Clauses and Requirements identified by the Departmental Business Case].

SCHEDULE 5 - SECURITY SCHEDULE

[NOTE TO BUYER: Insert clauses and security requirements as necessary]

[NOTE TO BUYER: Insert following Clauses where personal data will be processed - note the additional definitions as outlined in clause 1.1 would also need to be retained.]

- The Contractor shall not delete or remove any proprietary notices contained within or relating to the Client Data.
- The Contractor shall not store, copy, disclose, or use the Client 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 Client.
- To the extent that Client Data is held and/or processed by the Contractor, the Contractor shall supply that Client Data to the Client as requested by the Client.
- The Contractor shall take responsibility for preserving the integrity of Client Data and preventing the corruption or loss of Client Data.
- The Contractor shall perform secure back-ups of all Client Data and shall ensure that up-to-date backups 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 Client at all times upon request and are delivered to the Client at no less than **[insert period]** monthly intervals.
- The Contractor shall ensure that any system on which the Contractor holds any Client Data, including back-up data, is a secure system that complies with the Client's Security Policy.

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

- a. require the Contractor (at the Contractor's expense) to restore or procure the restoration of Client Data and the Contractor shall do so as soon as practicable but not later than **[insert period]**; and/or
- b. itself restore or procure the restoration of Client Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so to the extent and in accordance with the requirements.

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

With respect to the parties' rights and obligations under this Contract, the parties agree that the Client is the Data Controller and that the Contractor is the Data Processor.

The Contractor shall:

- a. Process the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Client to the Contractor during the Contract Period);
- b. Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- c. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- d. take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- e. obtain prior written consent from the Client in order to transfer the Personal Data to any sub-contractors or Affiliates for the provision of the Services;
- f. ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;
- g. ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Client;
- h. notify the Client (within [five] Working Days) if it receives:
 - i. a request from a Data Subject to have access to that person's Personal Data; or
 - j. a complaint or request relating to the Client's obligations under UK Data Protection Legislation;
- k. provide the Client with full cooperation and assistance in relation to any complaint or request made, including by:

- l. providing the Client with full details of the complaint or request;
- m. complying with a data access request within the relevant timescales set out in UK Data Protection Legislation and in accordance with the Client's instructions;
- n. providing the Client with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Client); and
- o. providing the Client with any information requested by the Client;

permit the Client or its authorised representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 29.0 (Audit), the Contractor's data Processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Client to enable the Client to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Client); and

not Process Personal Data outside the European Economic Area without the prior written consent of the Client and, where the Client consents to a transfer, to comply with:

- a. the obligations of a Data Controller under the UK Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- b. any reasonable instructions notified to it by the Client.

The Contractor shall comply at all times with the UK Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Client to breach any of its applicable obligations under UK Data Protection Legislation.

The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.

The Client shall notify the Contractor of any changes or proposed changes to the Security Policy.

If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it

may submit a Variation in accordance with clause 11 of the Public Sector Standard Conditions of Contract. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.

Malicious Software

The Contractor shall, as an enduring obligation throughout the Contract Period, use the latest versions of anti-virus definitions available.

Malicious Software from the ICT Environment.

If Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Client Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

Any cost arising out of the actions of the parties taken in compliance with these provisions shall be borne by the parties as follows:

- i. by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Client Data (whilst the Client Data was under the control of the Contractor); and
- ii. by the Client if the Malicious Software originates from the Client Software or the Client Data (whilst the Client Data was under the control of the Client).

SCHEDULE 6 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

[NOTE TO BUYER: This Schedule only needs to be used if personal data is being processed.]

This Schedule shall be completed by the Client, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Client at its absolute discretion

1. The contact details of the Client's Data Protection Officer are: **[Insert Contact details]**
2. The contact details of the Contractor's Data Protection Officer are: **[Insert Contact details]**
3. The Contractor shall comply with any further written instructions with respect to processing by the Client.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Client and Contractor	<p>The Parties acknowledge that for the purposes of UK Data Protection Legislation, the Client is the Controller and the Contractor is the Processor in accordance with Clause 24.1.</p> <p>[You may need to vary this section where (in the rare case) the Client and Contractor have a different relationship. For example where the Parties are Joint Controller of some Personal Data:</p> <p><i>"Notwithstanding Clause 24.1 the Parties acknowledge that they are also Joint Controllers for the purposes of UK Data Protection Legislation in respect of:</i></p> <p><i>[Insert the scope of Personal Data which the purposes and means of the processing is determined by both Parties]</i></p> <p><i>In respect of Personal Data under Joint Control, Clause 24.1 – 24.15 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in the Joint Controller Agreement Schedule instead."</i></p>

Subject matter of the processing	<p>[This should be a high level, short description of what the processing is about i.e. its subject matter.</p> <p>Example: The processing is needed in order to ensure that the Contractor can effectively deliver the contract to provide a service to members of the public.]</p>
Duration of the processing	[Clearly set out the duration of the processing including dates.]
Nature and purposes of the processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>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.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[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.]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under UK law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed.]

SCHEDULE 7 - JOINT CONTROLLER AGREEMENT

[NOTE TO BUYER: Insert only where Joint Controller applies in the Data Protection Schedule – Schedule 6.]

In this Annex the Parties must outline each party's responsibilities for:

- providing information to data subjects under UK Data Protection Legislation.
- responding to data subject requests under UK Data Protection Legislation.
- notifying the Information Commissioner (and data subjects) where necessary about data breaches.
- maintaining records of processing under UK Data Protection Legislation.
- carrying out any required Data Protection Impact Assessment
- The agreement must include a statement as to who is the point of contact for data subjects.

The essence of this relationship shall be published.

You may wish to incorporate some clauses equivalent to those specified in Clause 24.2 - 24.14.

You may also wish to include an additional clause apportioning liability between the parties arising out of data protection; of data that is jointly controlled.

Where there is a Joint Control relationship, but no controller to processor relationship under the contract, this completed Schedule should be used instead of Clause 24.1 - 24.15.