

TERMS AND CONDITIONS FOR THE SUPPLY OF PERSONALLY ENGAGED ASSOCIATE SERVICES

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following definitions apply:

"Authority" means College of Policing Limited (a company registered in England and Wales with registration number 08235199);

"Data Protection Legislation": (i) the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing law, regulations and secondary legislation, as amended or updated from time to time in the UK and (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

"Deliverables" means all Documents, products and materials developed by the Supplier its agents and contractors as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);

"Document" means in addition to any document in writing, includes (but is not limited to) any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

"Parties" means the Authority and the Supplier;

"Premises" means any land or building where the Services are to be performed as specified in the Purchase Order or as otherwise notified by the Authority to the Supplier;

"Price" means the price for the Services given in the Purchase Order;

"Purchase Order" means the form or letter for the purchase of Services served by the Authority on the Supplier which includes a description of the Services, the price and any terms applying to the purchase of the Services which are additional to these Terms and Conditions;

"Reference Number" means the unique number that appears on the Purchase Order;

“Services” means the services described in the Purchase Order to be provided by the Supplier under the Contract;

“Supplier” means the person whose name appears as the addressee in the Purchase Order; and

“Terms and Conditions” means these terms and conditions for the supply of Services (and including any schedules referred to within).

1.2 In these Terms and Conditions, the following rules apply:

- a) a **“person”** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) references to a party includes its successors or permitted assigns;
- c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
- d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 GENERAL

2.1 The Purchase Order constitutes an offer by the Authority to purchase Services from the Supplier in accordance with these Terms and Conditions. The Parties acknowledge the Authority has no obligation to offer to purchase Services from the Supplier and that the Supplier has no obligation to accept any offer to purchase Services made by the Authority. The Authority has no obligation to give any reason for decisions not to offer to purchase Services from the Supplier.

2.2 The offer shall be deemed to be accepted by the Supplier on the earlier of:

- a) the Supplier issuing written acceptance of the Purchase Order; or
- b) any act by the Supplier consistent with fulfilling the Purchase Order,

at which point and on which date a contract (the “**Contract**”) shall become effective (the “**Effective Date**”).

- 2.3 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 The Contract constitutes the entire agreement between the Parties relating to the supply of the Services and replaces all previous negotiations, agreements, understanding and representations whether oral or in writing. However, nothing in the Contract shall limit or exclude any liability for fraud.
- 2.5 In the event of any conflict between a clause in these Terms and Conditions and a term of the Purchase Order, the term of the Purchase Order shall prevail.
- 2.6 For the avoidance of doubt, each offer by the Authority to purchase Services shall be treated as an entirely separate and severable engagement. The terms of the Contract shall apply to each engagement but there will be no relationship between the parties after the end of one Contract and before the start of any subsequent Contract.

3 SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services as set out in the Purchase Order.
- 3.2 The Supplier shall perform the Services:
 - a) with reasonable care and diligence;
 - b) in accordance with industry best practice and using the best available techniques and standards;
 - c) using any sub-contractors (see clause 12 below) who have appropriate skills, qualifications and experience;
 - d) in compliance with all applicable laws and regulations and all necessary licences and consents;
 - e) in accordance with all applicable policies of the Authority (as may be amended by the Authority from time to time) which have been provided to the Supplier (including, but not limited to, any security and information assurance policies); and

- f) to the reasonable satisfaction of the Authority.
- 3.3 The Supplier shall provide all plant, equipment and materials necessary for the performance of the Services except as otherwise agreed with the Authority. All plant, equipment and materials shall be at the Supplier's risk. The Price shall include the cost of haulage of plant, equipment and material to the Premises and their removal and 'making good' of the Premises after removal after the Services are complete.
- 3.4 The Supplier shall not place or cause to be placed any orders with third parties or otherwise incur any liabilities to third parties in the name of the Authority without the prior written consent of the Authority.
- 3.5 The Supplier shall carry out the Services for the period and/or in accordance with the timescales set out in the Purchase Order. In the event that the Purchase Order does not specify any timescales, the Supplier shall comply with any reasonable timescales notified by the Authority.
- 3.6 The Authority may by written notice require the Supplier to execute the Services in such order as the Authority may reasonably decide. In the absence of such notice the Supplier shall submit such detailed programmes of work and progress reports as the Authority may from time to time require.
- 3.7 The Supplier shall notify the Authority immediately if he/she becomes aware of any event that they believe it is likely to delay or impede the performance of the Services.
- 3.8 In the event that the Supplier fails to meet a date or dates set out in the Purchase Order they shall, on the request of the Authority, and without prejudice to the Authority's other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil their obligations at no additional cost to the Authority.
- 3.9 The Authority may at any time reject the Services or anything delivered as part of the Services which in reasonable view of the Authority does not comply with the Purchase Order or these Terms and Conditions in any material way.
- 3.10 If the Authority rejects all or part of the Services under clause 3.9, it shall serve a notice on the Supplier stating the reasons for such rejection.
- 3.11 Following receipt of a notice of rejection of the Services, the Supplier shall have 7 days (or such other period as the Parties may agree in writing) during which the Supplier shall correct the faults which caused the notice of rejection to be issued.

- 3.12 If the Supplier fails to correct the faults which caused the notice of rejection to be issued to the reasonable satisfaction of the Authority within 7 days, the Authority shall be entitled to terminate this Contract or any part of the Services in accordance with clause 14.
- 3.13 The Supplier shall remove and/or re-execute (at the choice of the Authority) any work that has been rejected by the Authority.
- 3.14 The Authority may require the immediate removal from its premises of anything delivered by the Supplier which, in the reasonable view of the Authority, is hazardous or noxious. The Supplier shall comply with any such request at its own expense.
- 3.15 Nothing in this Contract shall prevent the Supplier from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation whilst providing the provided that:
- a) such activity does not cause a breach of any of the Supplier's obligations under this Contract;
 - b) the Supplier shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the Authority without the prior written consent of the Authority; and
 - c) the Supplier shall give priority to the provision of the Services to the Authority over any other business activities undertaken by the Supplier during the term of the Contract.

4 CONTRACTOR'S PERSONNEL

- 4.1 If and when requested by the Authority, the Supplier shall provide the Authority with a list of the names and addresses of any other person being used to provide the Services specifying, in each case, the capacities in which they are involved and giving such other particulars and evidence of identity and other supporting evidence as the Authority may reasonably require.
- 4.2 The Supplier has no authority (and shall not hold itself out as having authority) to bind the Authority.
- 4.3 The Supplier shall comply with any notice reasonably given by the Authority stating that a person named in the notice is not to be involved any further in the provision of

the Services. The Supplier shall replace any such person with someone of equivalent skills and qualifications at no extra charge to the Authority.

- 4.4 The Supplier shall not unlawfully discriminate within the meaning and scope of the provisions of any act of Parliament relating to discrimination in employment. The Supplier shall take all reasonable steps to secure the observance of these provisions by all servants, sub-contractors or agents of the Supplier.
- 4.5 The Supplier may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place it in a conflict of interest with the Authority.
- 4.6 The Supplier shall be fully responsible for and indemnify the Authority against any liability, assessment or claim for:
- a) taxation additional to that deducted by the Authority under clause 6.1, howsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and/or
 - b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier (or any substitute or sub-contractor providing the Services) against the Authority arising out of or in connection with the provision of the Services, except where such a claim is as a result of any act or omission of the Authority.
- 4.7 The Authority may satisfy the indemnity in clause 4.6 (in whole or in part) by way of deduction from any payment due to the Supplier.

5 THE AUTHORITY'S OBLIGATION

- 5.1 The Authority shall provide the Supplier with such information as the Supplier may reasonably request for the provision of the Services and the Authority considers reasonably necessary for the purpose of providing the Services.

6 CHARGES AND PAYMENT

- 6.1 The charges for the Services (the "**Charges**") shall be set out in the Purchase Order, and shall, subject to clause 6.2 below, be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. The Authority shall make PAYE deductions in respect of income tax and primary national insurance contributions from

any payments made to the Supplier under this clause 6 at the appropriate rate before payment to the Supplier of the net amount due.

- 6.2 The Supplier will be entitled to paid holiday during any Contract. No holiday pay will be provided in the event the Supplier appoints a substitute or sub-contracts the Services. The holiday entitlement will depend on the number of hour actually worked by the Supplier and will be pro-rated on the basis of a full-time entitlement of 28 days' holiday during each Holiday Year, including bank and public holidays. The Holiday Year runs between 01 April and 31 March. Holiday accrues at the rate of 12.07% of the hours the Supplier works in the course of providing Services under a Contract. At the end of each Contract, the Authority will pay the Supplier in lieu of any untaken holiday for the Holiday Year in which the relevant Contract ends. A day's holiday will be calculated on the Supplier's normal day rate.
- 6.3 Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. Where it is agreed that specific expenses may be claimed, in addition to the Charges, such expenses must be properly and reasonably incurred and must comply with the Authority's policy on expenses, a copy of which will be available to the Supplier.
- 6.4 The Supplier shall invoice the Authority on completion of the Services. Each invoice shall clearly set out the details of the Charges (and, where appropriate, any additional expenses, in accordance with clause 6.3) and in addition to the invoice the Supplier shall provide such supporting information required by the Authority to verify the accuracy of the invoice, including but not limited to the relevant Reference Number. Invoices shall be addressed to the Authority at the address set out on the Purchase Order.
- 6.5 In consideration of the supply of Services by the Supplier, the Authority shall pay the correctly rendered invoiced amount as follows:
- a) when an invoice is received on or prior to the 10th day of the month, payment will be made on or around the 20th day of the month; or
 - b) when an invoice is received after the 10th day of the month, payment will be made on or around the 20th day of the following month.

- 6.6 All amounts payable by the Authority under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (“VAT”). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Authority, the Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.7 If the Authority fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the Authority disputes in good faith.
- 6.8 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services (for a period of 3 years following expiry or termination of the Contract), and the Supplier shall allow the Authority to inspect such records at all reasonable times on request. This clause 6.8 shall survive the termination of the Contract.
- 6.9 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any amount owed to the Authority in whole or in part. The Authority may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Authority to the Supplier.

7 INTELLECTUAL PROPERTY

- 7.1 The intellectual property rights (including the copyright) in any reports, documentation or materials produced as part of the Services (including for the avoidance of doubt the Deliverables) are hereby assigned to and shall vest in the Authority.
- 7.2 Save where the Services use documentation and materials supplied by the Authority, the Supplier warrants that none of the documentation and materials used or created as part of the Services shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party. The Authority hereby grants a licence to the Supplier to use any Authority documentation and materials solely for the duration of the Contract and for the purpose of performing the Services.

- 7.3 The Supplier shall obtain waivers of all moral rights in the products (including for the avoidance of doubt the Deliverables) of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 7.4 The Supplier shall, promptly at the Authority's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Authority may from time to time require for the purpose of securing for the Authority the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Authority in accordance with this clause 7.
- 7.5 The Supplier shall indemnify the Authority against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and client basis) which the Authority may incur as a result of or in connection with any breach of this clause 7.
- 7.6 This clause 7 shall survive the termination of the Contract.

8 HEALTH AND SAFETY

- 8.1 The Supplier shall notify the Authority of any health and safety hazards that may arise in connection with the performance of the Contract.
- 8.2 Where the Services are being carried out at land or premises owned or occupied by the Authority, the Authority shall notify the Supplier of any health and safety hazards which may exist or arise at its premises and which may affect the Supplier. The Supplier shall draw these hazards to the attention of any of their subcontractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

9 CONFIDENTIALITY AND OFFICIAL SECRETS

- 9.1 The Supplier undertakes to comply and to procure that their sub-contractors or substitute comply with the provisions of the Official Secrets Acts 1911 to 1989.
- 9.2 Subject to clause 18, the Supplier undertakes to keep secret and not to disclose and to procure that their sub-contractors and agents keep secret and do not disclose any information of a confidential nature which it has obtained by reason of this Contract. Nothing in this clause applies to information that is already in the public domain or the possession of the Supplier other than by reason of breach of this clause.

- 9.3 Clause 9.2 shall not apply where the Supplier has entered (or shall enter) into a separate agreement with the Authority regarding the confidentiality or non-disclosure of information (a “**Confidentiality Agreement**”) and the terms of such Confidentiality Agreement shall apply to this Contract.
- 9.4 No publicity regarding the Contract, or the provision of the Services (or any services) by the Supplier to the Authority, will be permitted unless and until the Authority has given express prior written consent to the relevant communication.
- 9.5 This clause 9 shall survive the termination of the Contract.

10 INDEMNITY AND INSURANCE

- 10.1 The Supplier shall have personal liability for and shall indemnify the Authority for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Supplier, or any substitute engaged by the Supplier, of the terms of the Contract, including any negligent or reckless act, omission or default in the provisions of the Services.
- 10.2 The Supplier shall maintain in force during the period of this Contract adequate insurance cover (with reputable insurer acceptable to the Authority) in respect of any loss, liability, costs (including reasonable legal costs), damages or expense which may arise in connection with the provision of the Service.
- 10.3 This clause 10 shall survive the termination of the Contract.

11 CHANGE CONTROL

- 11.1 There shall be no change to the amount of or description of the Services or the Price unless the Authority has issued a new purchase order in substitution for the Purchase Order. These Terms and Conditions shall apply to any new purchase order and the new purchase order shall become the “Purchase Order” for the purpose of the Contract from the moment it is received by the Supplier.
- 11.2 The Contract may not be varied or amended unless the variation or amendment is in writing and agreed by both the Authority and the Supplier.

12 ASSIGNMENT AND SUB-CONTRACTING

- 12.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of their rights or obligations under the Contract without the prior written consent of the Authority.
- 12.2 No sub-contracting of this Contract shall in any way relieve the Supplier of their obligations under the Contract.
- 12.3 Where the Supplier enters a sub-contract with a supplier or contractor for the purpose of performing this Contract they shall ensure that the sub-contract has a term requiring the Supplier to pay the supplier or contractor within 30 days of receipt of a valid invoice.
- 12.4 The Authority may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 13.1 A Person who is not a party to the Contract shall not have any rights under or in connection with it.

14 TERMINATION

- 14.1 Without limiting its other rights or remedies, the Authority may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- a) The Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of receipt of notice in writing of the breach;
 - b) the Supplier suspends, or threatens to suspend, payment of their debts or is unable to pay its debts as they fall due or admits inability to pay their debts or is deemed either unable to pay their debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;
 - c) the Supplier commences negotiations with all or any class of creditor with a view to rescheduling any of their debts, or makes a proposal for or enters into any compromise or arrangement with any creditor;

- d) the Supplier is the subject of a bankruptcy petition order;
- e) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of their business; or
- f) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

14.2 Without limiting its other rights or remedies, the Authority may terminate the Contract by giving the Supplier:

- a) 1 months written notice, where the timescale for the provision of the Services is 12 months or more; and
- b) 14 days written notice, where the timescale for the provision of the Services is less than 12 months.

15 CONSEQUENCES OF TERMINATION

15.1 On termination of the Contract or any part of it for any reason:

- a) where the Services are terminated, the Supplier shall immediately deliver to the Authority all Deliverables, whether or not then complete, and return all Authority property, including any confidential information, in its possession or under its control. If the Supplier fails to do so, then the Authority may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- b) the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16 WAIVER AND CUMULATIVE REMEDIES

- 16.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 16.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17 NOTICES

- 17.1 Any notice or other communication given under or pursuant to this Contract must be given in writing and may be delivered in person sent by post or delivered electronically. Communications must be sent to the address for communications given in the Purchase Order (which may be altered at any time by the altering Party giving the other Party 15 days' notice of a changed address). Communications to the Authority must be sent to the address given for the buyer contact in the Purchase Order and not to the address for invoices.
- 17.2 A notice or communication shall be deemed to have been received 3 days after posting in the case of first class delivery and 5 days after posting in the case of second class delivery unless the receiving party proves otherwise.
- 17.3 This clause 17 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall include e-mails and for the avoidance of doubt notice given under this Contract may be validly served if sent by e-mail.

18 FREEDOM OF INFORMATION ACT 2000

- 18.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 (together the "FOIA"), the content of this Contract is not confidential information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

- 18.2 Notwithstanding any other clause of this Contract, the Supplier hereby gives consent for the Authority to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 18.3 The Supplier shall promptly provide all reasonable assistance to the Authority to enable the Authority to comply with any request received under the FOIA.
- 18.4 The Supplier shall indemnify the Authority and hold it harmless from and against all liability, costs, claims, actions, losses, damages and expenses whatsoever arising directly or indirectly as a result of any decision by the Information Commissioner that information classed by the Supplier as confidential should be disclosed under the FOIA.

19 GOVERNING LAW

- 19.1 Unless the Purchase Order specifies otherwise, this Contract shall be governed by and construed in accordance with the law of England and shall be subject to the exclusive jurisdiction of the courts of England.

20 ANTI-BRIBERY

- 20.1 The Supplier shall:
- a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the “**Relevant Requirements**”);
 - b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2, or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - c) have and shall maintain in place throughout the term of the Contract policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 20.1(b), and will enforce them where appropriate;
 - d) promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract; and

- e) Immediately notify the Authority in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract.
- 20.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 20 (the “**Relevant Terms**”). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Authority for any breach by such persons of any of the Relevant Terms.
- 20.3 Breach of this clause 20 shall be deemed a material breach of the Contract.
- 20.4 For the purpose of this clause 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6 (5) and 6 (6) of that Act and section 8 of that Act respectively. For the purpose of this clause 20, a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.
- 20.5 On reasonable request the Supplier shall promptly certify to the Authority in writing signed by an officer of the Supplier, compliance with this clause 20 by the Supplier and all persons associated with it under clause 20.2. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.

21 DATA PROTECTION

21.1 The Authority will collect and process information relating to the Supplier in accordance with the privacy notice which is published on the Authority's website.

21.2 The Supplier and the Authority acknowledge that for the purposes of the Data Protection Legislation, the Authority is the data controller and the Supplier is the data processor.

21.3 The Supplier and the Authority will comply with the Data Protection Legislation.

21.4 Schedule X [which will be published on the Authority's website or issued to the Supplier] sets out the scope, nature and purpose of the processing by the Supplier, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation (Personal Data)) and categories of data subject.

21.5 The Supplier shall, in relation to any Personal Data processed in connection with the Engagement:

- (a) process that Personal Data only on written instructions of the Authority;
- b) keep the Personal Data confidential;
- (c) comply with the Authority's Privacy standard and data retention guidelines;
- (d) comply with the Authority's reasonable instructions with respect to processing Personal Data;
- (e) not transfer any Personal Data outside of the European Economic Area without the Authority's prior written consent;
- (f) assist the Authority in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Authority without undue delay on becoming aware of a Personal Data breach or communication which relates to the Authority's or the Supplier's compliance with the Data Protection Legislation;

(h) at the written request of the Authority, delete or return Personal Data and any copies thereof to the Authority on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data; and

(i) maintain complete and accurate records and information to demonstrate compliance with this clause 21 and allow for audits by the Authority or the Authority's designated auditor.

21.6 The Supplier shall ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

(a) pseudonymising and encrypting Personal Data;

(b) ensuring confidentiality, integrity, availability and resilience of the Supplier's systems and services;

(c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and

(d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by the Supplier.

21.7 The Authority agrees that any Substitute appointed is a third-party processor of Personal Data under this Contract. The Supplier confirms that it will enter into a written agreement, which incorporates terms which are substantially similar to those set out in this clause 21 with the Substitute. The Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 21.

21.8 The Supplier shall have personal liability for and shall indemnify the Authority for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Supplier or a Substitute engaged by the Supplier of the Data Protection Legislation, and shall maintain in force full and comprehensive Insurance Policies.