SUPPLEMENTAL DATA PROCESSOR AGREEMENT

RE:

Between:

1. Centre for Ageing Better

and

 (2)

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THIS AGREEMENT is made on the day of 2020

BETWEEN:

(1) The Centre for Ageing Better (“Ageing Better”); and:

Whereas:

1. Ageing Better and the Provider have entered into a contract of even date herewith pursuant to which the Provider is to deliver

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

to Ageing Better (“the Contract”) for which Ageing Better is the Controller.
2. The Parties wish to enter into a data processing agreement that complies with Data Protection Legislation.
3. This Agreement and the Schedules hereto set out the conditions on which the Provider shall obtain, store, share, transmit and dispose of the Agreement Data on behalf of Ageing Better and the technical and organisational security controls the Provider shall deploy in order to safeguard the Agreement Data.

NOW IT IS AGREED as follows:

## 1. Definitions and Interpretation

1.1 In this Agreement, unless otherwise specified, the definitions and interpretation set out in Schedule 1 to this Agreement shall apply and all data protection terms shall be interpreted in accordance with the meaning ascribed to them in Data Protection Legislation.

## 2. Consideration

2.1 The Provider shall comply with the indemnity, security, confidentiality and other obligations imposed on it under this Agreement.

## 3. Assignment and Subcontracting

3.1 Notwithstanding any provision in the Contract, any rights, obligations and/or performance required under this Agreement shall not be assigned, novated or subcontracted to any Sub-Contractor or other third party without the prior written consent of Ageing Better.

3.2 The Provider may only authorise a Sub-Contractor to process the Personal Data subject to Ageing Better’s prior written consent and provided that the Contractor has supplied Ageing Better with full details of such Sub-Contractor, including details of the location where it will process any of the Personal Data.

3.3 Before allowing any Sub-Contractor to process any Personal Data related to this Agreement, the Provider must:

(a) notify Ageing Better in writing of the intended Sub-Contractor and Processing;

(b) obtain the written consent of Ageing Better;

(c) enter into a written agreement with the Sub-Contractor which gives effect to the terms set out this Agreement such that they apply to the Sub-Contractor; and

(d) provide Ageing Better with such information regarding the Sub-Contractor as Ageing Better may reasonably require.

3.4 The Provider shall remain fully liable to Ageing Better for the performance of any Subcontractor and all acts or omissions of any Sub-Contractor.

## 4. Data Protection

4.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, Ageing Better is the Controller and the Provider is the Processor. The only Processing that the Provider is authorised to do is listed in Schedule 2 by Ageing Better and may not be determined by the Provider. The Provider shall comply with all applicable Data Protection Legislation in the Processing of Agreement Data and shall:

4.1.1 process the Agreement Data only to the extent and in such a manner as is necessary for the purposes specified in the Contract and this Agreement, including the particulars outlined in Schedule 2 and in accordance with documented instructions issued by Ageing Better from time to time and shall not process the Agreement Data for any other purpose unless required to do so otherwise by law;

4.1.2 ensure that it has in place Protective Measures, which have been reviewed and approved by Ageing Better as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures.

4.2 In carrying out GMCA instructions, the Provider shall comply with all documentation produced or agreed by Ageing Better relating to the Processing of the Agreement Data in the delivery of the Contract.

4.3 The Provider acknowledges that where it does not process the Agreement Data in accordance with Ageing Better’s instructions but itself determines the purposes and means of Processing the Agreement Data it shall be considered to be a Controller in respect of that Processing.

4.4 The Provider may only delete, amend or transfer the Agreement Data as expressly authorised by Ageing Better for the purposes specified in this Agreement and as set out in Schedule 2.

4.5 The Provider shall not delete, amend or transfer the Agreement Data in any circumstances other than as provided for under Clause 4.4 and under Clause 12 (Retention) without the express consent of Ageing Better.

4.6 The Provider shall not transfer or facilitate the transfer of any of the Agreement Data outside the UK or beyond the European Economic Area without the express written permission of Ageing Better.

4.7 The Provider shall comply with all Data Protection Legislation, in particular it shall:

4.7.1. maintain a written record of all Processing activities carried out on behalf of Ageing Better, containing:

4.7.1.1 the parties’ names and contact details and those of their representatives and Data Protection Officers (where such officers are appointed);

4.7.1.2 the categories of Processing carried out on behalf of Ageing Better;

4.7.1.3 where applicable, transfers of Agreement Data to a third country or an international organisation, including the identification of that third country or international organisation and the documentation of suitable safeguards where relevant;

4.7.1.4 a general description of the Provider’s technical and organisational security measures;

4.7.2 co-operate on request with the Information Commissioner’s Office or any successor body functioning as a data protection supervisory authority; and

4.7.3 appoint a Data Protection Officer if required by Data Protection Legislation.

4.8 The Provider shall provide all reasonable assistance to Ageing Better in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of Ageing Better, include:

4.8.1 a systematic description of the envisaged Processing operations and the purpose of the processing;

4.8.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;

4.8.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

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

4.9 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement.

##

## 5. Provider Personnel

5.1 The Provider shall take all reasonable steps to ensure the reliability and integrity of all Provider Personnel who have access to the Agreement Data and shall ensure that they:

5.1.1 are aware of and comply with the Provider’s duties under this clause;

5.1.2 are subject to appropriate confidentiality undertakings with the Provider or any Sub-Contractor;

5.1.3 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 Ageing Better or as otherwise permitted by this Agreement; and

5.1.4 have undergone adequate training in the use, care, protection and handling of Personal Data.

5.2 The Provider shall ensure that Provider Personnel are aware of the controls the Provider has established for the protection of the Agreement Data at rest or in transit; in physical and electronic format, stored in both secure and non-secure locations and of the Provider’s procedure for the reporting and management of security incidents;

5.3 The Provider shall ensure that only such of the Provider Personnel who may assist in carrying out its obligations under this Agreement shall have access to the Agreement Data and that such Provider Personnel have been vetted in line with Good Industry Practice and in accordance with any specific requirements of Ageing Better.

5.4 The Provider shall ensure that none of the Provider Personnel used to carry out the Services disclose any of the Agreement Data to any third party except where expressly authorised to do so for the delivery of the Services and as specified in Schedule 2.

## 6. Technical and Organisational Measures

6.1 The information security regime implemented by the Provider shall be compliant with all relevant legislation, and shall conform to recognised Good Industry Practice.

6.2 Appropriate technical, security and organisational measures shall be taken by the Provider to safeguard against accidental or unlawful destruction, damage, loss, alteration, unauthorised disclosure of or access to, the Agreement Data including as appropriate:

6.2.1 the pseudonymisation and encryption of Personal Data;

6.2.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

6.2.3 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

6.2.4 a process for regularly testing, assessing and evaluating the effectiveness of security measures.

6.3 The Provider shall apply organisational and technical controls such as network and system specific security, physical security, user access privileges, user passwords, including but not limited to the following to ensure that:

6.3.1 irrespective of whether the Agreement Data is at rest or in transit, the controls deployed are appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage taking account of the nature and sensitivity of the Agreement Data;

* + 1. physical measures provide effective protection for information, systems and services from unauthorised access, theft, interference or damage;
		2. procedures are in place to identify and resolve software and system faults and failures, including the identification of malicious software;
		3. access to the Agreement Data is role based for legitimate business purposes in accordance with the “need to know” principle and that user permissions are controlled and granted and removed in line with job responsibilities;
		4. sufficiently complex password controls are implemented for all authorised personnel with role based access to the Agreement Data;
		5. passwords, usernames and access codes are not disclosed to any other person (whether employed by the Provider or not) and that all passwords and security codes are kept securely;
		6. remote access to the Providers’ secure network requires two factor authentication (something the user knows and a token they have);
		7. where the Agreement Data is not stored solely on secure networks:
1. only portable devices owned and controlled by the Provider are used to transport the Agreement Data and devices with built-in hard drives, deploy recognised industry standard encryption software;
2. only the minimum necessary Agreement Data is transported on portable devices or in paper form;
3. systems are in place to account for the movement of paper documents removed from and returned to the secure environment;
4. paper documents are kept secure and returned to the secure environment without delay and are not left in unattended vehicles; stored with portable devices or in portable device containers;
	* 1. unencrypted email via the insecure internet is not used to communicate or transmit private, confidential or commercially sensitive Agreement Data;
		2. exchanges of the Agreement Data shall conform with the secure methods for electronic transmission in any Information Sharing Agreements (ISAs) agreed by Ageing Better with other parties;
		3. all reasonable precautions are taken to preserve the integrity and prevent any corruption or loss, damage or destruction of the Agreement Data;
		4. all reasonable steps are taken to maintain and audit compliance with above measures.

6.4 Within 20 Working Days after the date of this Agreement, the Provider shall prepare and submit to Ageing Better for approval a fully developed complete and up to date Security Management Plan providing a comprehensive written description of the technical and organisational methods employed to safeguard the Agreement Data supplementing any policies and procedures the Provider may have already supplied.

6.5 Except where the Provider’s IT system security has been subject to penetration testing by an accredited provider in the 18 month period immediately prior to the date of this Agreement, the Provider shall arrange for such a test within the 6 month period immediately following the date of this Agreement. Where a test has taken place within the specified period, a summary of the findings, recommended remedial measures and the actual measures implemented by the Provider shall be supplied to Ageing Better within 20 Working Days from the date of this Agreement. In the event of a future test, the summary of the findings together with a plan of any measures the Provider intends to implement shall be provided to Ageing Better no later than 20 Working Days after the Provider receives the assessor’s report.

6.6 In the event any Agreement Data related to this Agreement in the possession of the Provider becomes lost, corrupted or rendered unusable for any reason, the Provider undertakes to promptly restore such Agreement Data using its back up and/or disaster recovery procedures at no cost to Ageing Better.

## 7. Security Incident Management, Reporting and Notification

7.1 The Provider shall operate an incident management procedure for the timely reporting, investigation and management of all Personal Data Breaches.

7.2 In the event of a Personal Data Breach, a senior officer designated by the Provider will be responsible for investigating the incident and for implementing any necessary urgent remedial measures to contain the incident and/or learn lessons to avoid a similar incident occurring.

7.3 The Provider’s designated senior officer shall notify Ageing Better’s nominated representative immediately after the Personal Data Breach becomes known and will provide sufficient information to ensure Ageing Better is able to assess the nature and severity of the incident and the containment and recovery measures underway or planned.

7.4 The Provider shall co-operate with Ageing Better’s nominated representative on the management and resolution of all information security incidents.

7.5 The Provider accepts that the primary obligation as to whether or not it is necessary to notify the fact of a Personal Data Breach to:

7.5.1 Data Subjects;

7.5.2 Controllers from whom the Agreement Data may have been sourced;

7.5.3 if appropriate, relevant regulatory bodies,

is a decision for Ageing Better and not the Provider.

7.6 Under no circumstances shall the Provider notify individuals or other bodies about a Personal Data Breach unless expressly authorised to do so by Ageing Better’s nominated representative unless required by law.

7.7 The Provider shall supply all information necessarily required by Ageing Better in relation to Personal Data Breach on a timely basis to assist it in determining whether it is necessary to notify Data Subjects and/or other bodies and in dealing with any complaints, regulatory investigations and/or legal action brought against Ageing Better.

## 8. Audit and Inspection

8.1 The Provider shall comply with all reasonable requests or directions from Ageing Better for information necessary to satisfy itself that the Provider is in full compliance with its obligations under this Agreement and Data Protection Legislation and the Provider shall allow for and contribute to audits including access to the Provider’s premises (upon Ageing Better giving reasonable notice) for the purpose of inspecting all facilities, systems, documents and electronic data relating to the Processing of the Agreement Data by the Provider and to audit Processing activities carried out by the Provider under this Agreement.

## 9. Data Protection Legislation related complaints and communications

9.1 The Provider shall notify Ageing Better no later than the next Working Day following the receipt of any complaint, notice or communication from an individual, supervisory or government body:

9.1.1 relating directly or indirectly to the Processing of the Agreement Data; and/or

9.1.2 to Ageing Better’s statutory obligations under Data Protection Legislation, the common law duty of confidence or other privacy related legislation.

9.2 The Provider shall provide Ageing Better with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 10 (and insofar as possible within the timescales reasonably required by Ageing Better) including by promptly providing:

9.2.1 Ageing Better with full details and copies of the complaint, communication or request;

9.2.2 such assistance as is reasonably requested by Ageing Better to enable Ageing Better to comply with a Data Subject Access Request or the exercise of any other relevant rights within the relevant timescales set out in the Data Protection Legislation;

9.2.3 Ageing Better, at its request, with any Personal Data it holds in relation to a Data Subject;

9.2.4 assistance as requested by Ageing Better following any Data Loss Event;

9.2.5 assistance as requested by Ageing Better with respect to any request from the Information Commissioner’s Office, or any consultation by Ageing Better with the Information Commissioner's Office.

9.3 The Provider shall immediately inform Ageing Better if, in its opinion, a GMCA instruction infringes any Data Protection Legislation.

## 10. Subject Access Requests and Third Party Rights

10.1 The Provider shall notify Ageing Better immediately if it:

10.1.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

10.1.2 receives a request to rectify or erase any Personal Data, or a notice objecting to the processing and/or automated processing of personal data and/or to restrict the processing of personal data;

10.1.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

10.1.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

10.1.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law.

10.2 The Provider’s obligation to notify under clause 10.1 shall include the provision of further information to Ageing Better in phases, as details become available.

10.3 The Provider acknowledges that Ageing Better is responsible for responding to requests set out in clause 10.1 and shall assist and cooperate with Ageing Better in complying with its statutory obligations.

10.4 The Provider shall:

10.4.1 transfer all requests set out in clause 10.1 which it receives to Ageing Better as soon as practicable and in any event within two (2) Working Days of receipt;

10.4.2 ensure that once in receipt or made aware that a Subject Access Request has been submitted, all the requested information is retained for potential disclosure;

10.4.3 in respect of a Subject Access Request provide Ageing Better with a copy of all the Personal Data in its possession (including the sources of the information), in the form Ageing Better requires within three (3) Working Days of receiving the request (or such shorter period as may be specified); and

10.4.4 provide all necessary assistance as reasonably requested to enable Ageing Better to respond to all requests set out in clause 10.1 it which it receives within the time for compliance set out in Data Protection Legislation or any other relevant timescale stipulated.

10.5 Under no circumstances shall the Provider respond directly to any of the requests set out in clause 10.1 which it receives unless expressly authorised to do so in writing by Ageing Better.

## 11. Freedom of Information

11.1The Provider acknowledges that Ageing Better is subject to the requirements of the Freedom of Information Act 2000 (FoIA) and the Environmental Information Regulations 2004 (EIRs) and shall assist and cooperate with Ageing Better to enable it to comply with its Information disclosure obligations.

* 1. The Provider shall:

11.2.1 transfer to Ageing Better all Requests for Information that it receives as soon as practicable and in any event within three Working Days of receiving a Request for Information;

11.2.2 ensure that once in receipt or made aware that a Request for Information has been submitted, all the requested information is retained for potential disclosure;

11.2.3 provide Ageing Better with a copy of all the Information in its possession relating to a Request for Information (including the sources of the information), in the form Ageing Better requires within seven Working Days of receiving the Request for Information (or such shorter period as may be specified); and

11.2.4 provide all necessary assistance as reasonably requested to enable Ageing Better to respond to the Request for Information within the time for compliance set out in Section 10 of the FoIA or Regulation 5 of the EIRs.

11.3 Ageing Better shall be responsible for determining in its absolute discretion whether requested information is exempt from disclosure in accordance with the provisions of the FoIA, EIRs, or any other relevant statute or case law governing access to information.

11.4 Under no circumstances shall the Provider respond directly to a Request for Information unless expressly authorised to do so in writing by Ageing Better.

11.5 The Provider acknowledges that Ageing Better may be obliged under the FoIA or the EIRs to disclose information concerning the Provider or the Services:

11.5.1 in certain circumstances without consulting the Provider; or

11.5.2 following consultation with the Provider having taken its views into account;

11.5.3 provided always that Ageing Better shall, in accordance with any recommendations in the FoIA Code, take reasonable steps, where appropriate, to give the Provider prior notice, or failing that, to draw the disclosure to the Provider’s attention after any such disclosure.

## 12. Retention

12.1 The Provider shall enter into a Disposal and Destruction Plan with Ageing Better which will specify the requirements for the retention and disposal of the Agreement Data over the life of the Contract and on termination to ensure that the Agreement Data is not held longer than is necessary and that the Agreement Data is permanently and securely destroyed unless Ageing Better instructs the Provider to transfer and/or supply the Agreement Data to Ageing Better on termination or the Provider is required by law to retain the Agreement Data.

12.2 The Disposal and Destruction Plan shall be agreed no later than 3 months after the signing of this Agreement by both parties.

12.3 The implementation of the Disposal and Destruction Plan, including arrangements on termination shall be undertaken by the Provider at no cost to Ageing Better.

## 13. Termination

13.1 This Agreement shall terminate automatically upon expiry or earlier termination of the Contract unless terminated earlier in accordance with Clause 13.2.

13.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement by giving written notice to the other party if the other party commits a material breach of any material term of this Agreement and if that breach is remediable fails to remedy that breach within a period of 30 days after being notified in writing to do so.

13.3 On termination of this Agreement for any reason, the Provider shall immediately cease Processing of all the Agreement Data and at the Provider’s expense in accordance with the Disposal and Destruction Plan shall either supply the Agreement Data to Ageing Better in the format specified or arrange for it to be transferred as directed by Ageing Better and shall ensure that all remaining copies of the Agreement Data, including residual Agreement Data, are permanently removed from the Provider’s systems in so far as the Provider is not required by law to retain the Agreement Data.

13.4 The Provider shall provide written confirmation of compliance with clause 13.3 no later than 10 Working Days after termination of this Agreement.

## 14. Variation

14.1 Ageing Better may vary the terms of this Agreement subject to providing at least 20 Working Days’ notice to take account of any guidance issued by the Information Commissioner’s Office or otherwise.

14.2 Any other variations must be by mutual agreement

## 15. Indemnity

15.1 The Provider shall indemnify and keep indemnified Ageing Better against all claims, losses, liabilities or costs (including legal fees and penalties) and expenses incurred by or awarded against Ageing Better or for which Ageing Better may become liable due to any failure by the Provider or the Provider Personnel to comply with any of its obligations under this Agreement or as a result of any negligence, or breach of Data Protection Legislation, statute, common law or European law by the Provider in processing the Agreement Data.

## 16. Jurisdiction

16.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as a deed the day and year first before written

**THE COMMON SEAL OF**

**THE GREATER MANCHESTER COMBINED AUTHORITY**

**was hereunto affixed in pursuance of**

**an Order of the said Authority:-**

Authorised Signatory

Executed as a deed by

Acting by a director in the presence of ………………………………..

 In the presence of Director

 Name: ………………….………

Signature of Witness: …………….…………………………………

Name of Witness: ………………………………………………………

Address ………………………………………………………………

………………………………………………………………………………

## Schedule 1

**A) Definitions**

|  |  |
| --- | --- |
| “Agreement Data”  | means all Personal Data generated and obtained by the Processor in the delivery of the Contract and includes non-sensitive Personal Data, Special categories of Personal Data and Personal Data relating to criminal convictions and offences as defined in Data Protection Legislation.  |
| “Contract” | The contract of even date herewith under which the Provider provides the Services to Ageing Better.  |
| “Controller” | means as defined in Data Protection Legislation; |
| “Data Loss Event” | means any event that results, or may result, in unauthorised access to Personal Data held by the Provider 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 Legislation” | means any applicable data protection legislation in force in the UK including the DPA 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (EU) 2016/679/GDPR, any relevant English laws implementing Directive 2002/58/EC, 97/66/EC and/or 2016/679 and all applicable laws and regulations relating to Processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner as amended or superseded from time to time |
| “Data Protection Officer”  | means as defined in Data Protection Legislation |
| “Data Subject”  | means as defined in Data Protection Legislation |
| Disposal and Destruction Plan | means the Plan to be developed by Ageing Better governing retention and disposal of the Agreement Data |
| “DPA 2018” | means the Data Protection Act 2018 |
| “FOIA Code”  | The Code of Practice issued by the Secretary of State pursuant to Section 45 of the Freedom of Information Act 2000 |
| “GDPR” | means the General Data Protection Regulation (Regulation (EU) 2016/679) |
| “Good Industry Practice” | means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would reasonably and ordinarily expected at from time to time from of a skilled and experienced service provider engaged in a similar type of undertaking as that of the Provider as under the Contract under the same or similar circumstances in Data Protection Legislation. |
| “Personal Data” | means as defined in in Data Protection Legislation . |
| “Personal Data Breach” | means as defined in in Data Protection Legislation |
| “Processing”  | means as defined in in Data Protection Legislation  |
| “Processor”  | means as defined in in Data Protection Legislation  |
| 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. |
| “Provider Personnel” | means all directors, officers, employees, agents, consultants and contractors of the Provider and/or of any Sub-Contractor engaged in the performance of the Services; |
| “Requests for Information”  | A request for information pursuant to the Freedom of Information Act 2000 and/or a request for environmental information as defined in Regulation 2 of the Environmental Information Regulations 2004 (2004/3391)  |
| “Security Management Plan” | means a plan describing the technical and organisational measures for delivery of the Services as designed, revised and implemented pursuant to clause 6.4 |
| “Services” | The provision of a GM-Think System to be provided by the Provider under the Contract |
| “Special categories of Personal Data” | means as defined in in Data Protection Legislation . |
| “Sub-Contractor” | means any third party appointed to Process Personal Data on behalf of the Processor in relation to this Agreement or the Contract; |
| “Subject Access Request”  | means a request by or on behalf of a Data Subject in accordance with the rights granted pursuant to the Data Protection Legislation to access their Personal Data  |
| “Working Day” | means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business |

**B) Interpretation**

(i) Words importing one gender shall include any other gender, words importing the singular include the plural and vice versa and any reference to a person includes a reference to an individual, company, authority, board, association or any other body.

(ii) The headings for any Clause sub-Clause paragraph sub paragraph or Schedule are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement and the parties agree to observe and perform all their respective covenants and obligations contained herein whether contained in any of the Clauses sub-Clauses paragraphs or sub-paragraphs or in any of the Schedules

(iii) The word “including” shall be construed so as not to limit the generality of any words or expressions with which it is used

(iv) Any covenant or obligation upon any party under this Agreement not to do an act or thing shall be deemed to include an obligation not to knowingly cause or suffer such act or thing to be done.

(v) Where any consent approval or other authorisation is required under this Agreement from either of the Parties it shall be implied (unless the contrary shall appear from the express terms of this Agreement) that the Party from which such consent approval or other authorisation is sought shall diligently and reasonably consider any written request therefore made by the other Party and that such consent approval or other authorisation shall not be unreasonably withheld or delayed.

(vi) Any reference in this Agreement to a statute or order shall (unless stated to the contrary) include any statutory extension or modification of such statute or order and any regulations orders byelaws or other subordinate legislation already or hereafter to be made under or pursuant to it.

(vii) Reference in this Agreement to any Clause sub-Clause paragraph sub-paragraph or Schedule without further designation shall be construed as a reference to the Clause, sub-Clause, paragraph, sub-paragraph or Schedule to this Agreement so numbered.

(viii) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes this Schedule.

## Schedule 2

**Schedule of Processing, Personal Data and Data Subjects**

1. The Provider shall comply with any further written instructions with respect to processing by Ageing Better.
2. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| **Description**  | **Details** |
| Subject matter of the processing | This processing is required in order for the provider to assist Ageing Better to: (What do you want them to do: XXXXXXXXX |
| Duration of the processing  | How long? |
| Nature and purposes of the processing  | [Please be as specific as possible, but make sure that you cover all intended purposes. 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. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]* + DESCRIBE WHO IS RESPONSIBLE (IF APPROPRIATE) FOR ISSUING/COMMUNICATING PRIVACY NOTICES, THE FORM THIS WILL TAKE AND HOW IT WILL BE DONE
	+ DESCRIBE WHO IS RESPONSIBLE FOR GAINING CONSENT (IF APPROPRIATE) AND HOW THIS IS DONE
	+ DESCRIBE WHO IS RESPONSIBLE FOR ACTING ON MARKETING PREFERENCES/OPT OUTS AND HOW THIS IS MANAGED/CONTROLLED
	+ RECORD KEY CONTACT PERSONNEL AND CONTACT DETAILS FOR VARIOUS ACTIVITIES
 |
| Type of Personal Data  | Is it : delete input as appropriate Name, Address, Date of Birth, Address, Phone number, Email, NHS number  |
| Categories of Data Subject  | Carers, Parents, Children, Employees |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data  | [Describe how long the data will be retained for, how it be returned or destroyed] |