Crown Commercial Service

# Supplier Terms of Use for CCS Dynamic Market

## RM6370 Space Technology Solutions

Version 1.0 June 2025


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## 1. Purpose

1.1 These Terms of Use as provided by the Crown Commercial Service govern the Supplier's interaction with the Dynamic Market established by CCS.

~~**1.2**~~ These Terms are additional to the Supplier's Conditions for Membership which the Supplier must satisfy to become a member of the Dynamic Market. The Conditions for Membership for this Dynamic Market Space Technology Solutions, RM6370, are detailed in the Dynamic Market Notice published on the Authority's central digital platform.

**1.3** The Supplier by interacting with the Dynamic Market agrees to these Terms.

***1.4*** The Authority does not guarantee the Supplier any exclusivity, quantity or value of work by being a member of the Dynamic Market.

***1.5*** The Authority will not be liable for errors, omissions or misrepresentations of any information in the establishment of the Dynamic Market.

***1.6*** These Terms do not create a partnership, joint venture or employment relationship between the Authority and the Supplier.

## 2. How these Terms of Use work

**2.1** The following Schedules are incorporated into these Terms:

2.1.1 Schedule 1 – Management Information
2.1.2 Schedule 2 – Definitions
2.1.3 Schedule 3 – Management Charge
2.1.4 Schedule 4 – Processing Data

## 3. Interpretation

**3.1** Unless the context otherwise requires, capitalised expressions shall have the meaning set out in Schedule 2 (Definitions) of these Terms together with any definitions in the Dynamic Market Notice.

**3.2** The headings to paragraphs are inserted for convenience only and shall not affect the interpretation or construction of these Terms.

**3.3** References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with


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or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

## 4. Supplier Obligations

**4.1** The Supplier shall ensure that it complies with these Terms.

**4.2** The Supplier must keep and maintain full and accurate records and accounts in respect of its membership of the Dynamic Market in accordance with UK GDPR or the EU GDPR as the context requires. This includes during the term of the Dynamic Market and for seven years after the End Date of the Dynamic Market.

**4.3** If there is a Notifiable Default, the Supplier must notify the Authority within three (3) Working Days of the Supplier becoming aware of the Notifiable Default in accordance with paragraph 12.

**4.4** The Supplier must ensure that all addresses for communication are correct and notify the Authority if details should change.

## 5. Dynamic Market Management Charge

**5.1** Pursuant to section 38 of the Procurement Act 2023, the Authority can charge fees to Suppliers.

**5.2** The Authority will charge the Management Charge as specified in the Dynamic Market Notice and in Schedule 1 of these Terms. Where there is a conflict in the Management Charge specified in Schedule 1 of these Terms and the Dynamic Market Notice, the Dynamic Market Notice Management Charge shall take precedence.

**5.3** The Supplier shall pay the Authority the Management Charge (and other charges payable in accordance with Schedule 3 (Management Charge)) in cleared funds within thirty (30) days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

**5.4** The Authority may take action on outstanding invoices by issuing the Supplier with reminders that an invoice payment is due and/or overdue.

5.5 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.


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## 6. Removal of access to the Dynamic Market

**6.1** The Authority shall remove the Supplier's access to the Dynamic Market if the Authority considers that the Supplier is an excluded supplier under section 57(1)(b) of the Procurement Act 2023 (debarment by reference to mandatory exclusion ground).

**6.2** The Authority may remove the Supplier's access to the Dynamic Market if the Authority considers that the Supplier:

**6.2.1** is an excluded supplier under section 57(1)(a) of the Procurement Act 2023;

**6.2.2** does not satisfy the Conditions for Membership,

**6.2.3** has, since becoming a member, become an excludable supplier under section 57(2) of the Procurement Act 2023;

**6.2.4** on becoming a member was an excludable supplier;

**6.2.5** has failed to pay the Management Charge;

**6.2.6** is subject to an Insolvency Event; or

**6.2.7** has committed a Notifiable Default.

**6.3** Before removing the Supplier's access to the Dynamic Market, the Authority will inform the Supplier of its decision to do so, together with reasons for the decision.

**6.4** The Supplier may request its removal from the Dynamic Market by giving the Authority thirty (30) days' written notice.

## 7. Rights and protections

7.1 The Supplier warrants and represents that:

7.1.1 it has full capacity and authority to be a member of the Dynamic Market;

7.1.2 these Terms are accepted by its authorised representative;

7.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;

7.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform contracts awarded to the Supplier by being a member of the Dynamic Market; and


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7.1.5 it is not impacted by an Insolvency Event.

7.2 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

## 8. Intellectual Property Rights

8.1 The Authority and the Supplier each keep ownership of its own existing Intellectual Property Rights.

8.2 Neither the Authority nor the Supplier has the right to use the other's IPRs, including any use of the other's names, logos or trademarks, except as agreed in writing.

8.3 Neither the Authority nor the Supplier foresee that any IPRs will be developed pursuant to these Terms.

8.4 If there is an IPR Claim, the Supplier indemnifies the Authority against all Losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

## 9. Data protection

9.1 The Supplier will comply with its responsibilities under the Data Protection Legislation and will not use any Personal Data for any purposes which are incompatible with the Data Protection Legislation.

9.2 The Authority and the Supplier will process any Personal Data in accordance with Schedule 4 (Processing Data).

9.3 The Authority will provide a completed copy of Schedule 4 (Processing Data) with the relevant information pre-populated to the Supplier.

## 10. Limitation of Liability

10.1 Neither the Authority nor the Supplier are liable to the other for:

10.1.1 any indirect Losses; or

10.1.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

10.2 Neither the Authority nor the Supplier limits or excludes any of the following:


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10.2.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

10.2.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

10.2.3 any liability that cannot be excluded or limited by Law;

10.2.4 its obligation to pay the required Management Charge or Default Management Charge.

**10.3** Notwithstanding paragraph10.2, in no event shall the Authority be liable to the Supplier for any sum greater than 100 GBP in aggregate under these Terms.

## 11. General

**11.1** The waiver by the Authority of any breach of these Terms shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

**11.2** If at any time any part of these Terms is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from these Terms and the validity and/or enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired as a result of that omission.

**11.3** These Terms shall not create any rights that shall be enforceable by anyone other than the Authority.

**11.4** These Terms and any Dispute or claim arising out of or in connection with them shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales to which the Authority and the Supplier irrevocably submit.

## 12. How to communicate about these Terms of Use

12.1 All communications regarding these Terms must be in writing and be served by e-mail unless it is not practicable to do so. An email is effective on the first Working Day of delivery after sending unless an error message is received.


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12.2 If it is not practicable for a notice to be served by email in accordance with paragraph 12.1 notices can be served by means of personal delivery or Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. If either of these options are used to serve a notice, such notices are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day.

12.3 Notices to the Authority must be sent to the Authority's address or email address in Schedule 1 of these Terms.

12.4 Notice to the Supplier will be sent to the details provided to the Authority at the time of the Supplier's application to the Dynamic Market.

12.5 This paragraph 12 does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## 13. Confidential information

**13.1** Subject to paragraph 13.2, the Authority and the Supplier must:

**13.1.1** keep all Confidential Information it receives confidential and secure;

**13.1.2** not disclose, use or exploit the Authority's Confidential Information without the Authority's prior written consent, except for the purposes anticipated by these Terms; and

**13.1.3** immediately notify the Authority if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

**13.2** The Authority or the Supplier may disclose Confidential Information which it receives from the other in any of the following instances:

**13.2.1** where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if, to the extent not prohibited by Law, the recipient party notifies the disclosing party of the full circumstances, the affected Confidential Information and extent of the disclosure;


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**13.2.2** if either the Authority or the Supplier already had the information without obligation of confidentiality before it was disclosed;

**13.2.3** if the information was given to it by a third party without obligation of confidentiality;

**13.2.4** if the information was in the public domain at the time of the disclosure;

**13.2.5** if the information was independently developed without access to the Authority's or the Supplier's Confidential Information;

**13.2.6** on a confidential basis, to its auditors or for the purpose of regulatory requirements;

**13.2.7** on a confidential basis, to its professional advisers on a need-to-know basis; and

**13.2.8** to the Serious Fraud Office where the Authority or the Supplier has reasonable grounds to believe that the other is involved in activity that may be a criminal offence under the Bribery Act 2010.

**13.3** The Supplier must tell the Authority within forty eight (48) hours if it receives a Request For Information.

**13.4** In accordance with a reasonable timetable and in any event within five (5) Working Days of the request from the Authority, the Supplier must give the Authority full co-operation and information needed so the Authority can:

**13.4.1** publish the Transparency Information;

**13.4.2** comply with any Request for Information; and/or

**13.4.3** comply with any Environmental Information Regulations ("EIR") request,

any such cooperation and/or information from the Supplier shall be provided at no additional cost.

13.5 To the extent that it is allowed and practicable to do so, the Authority will use reasonable endeavours to notify the Supplier of a Request for Information and may talk to the Supplier to help it decide whether to publish information. However, the extent, content and format of the disclosure shall be decided by the Authority in its sole discretion.

## 14. Changing the Terms


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**14.1** The Authority can vary these Terms by providing the variation in writing to the Supplier which is only effective if agreed by the Supplier. Agreement cannot be unreasonably withheld.

## 15. Declaration

I (the Supplier) confirm I have read these Terms of Use and agree to comply with these Terms of Use.


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# Schedule 1 – Terms of Use Management Information

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| **Version of Terms of Use** | Attachment 5 – Terms of Use v 1.0 |
| **Management Charge** | The Supplier will pay, excluding VAT, 1% of all the Charges for the Deliverables invoiced to the Buyer under all contracts awarded to the Supplier by reference to their membership to this Dynamic Market. |
| **Dynamic Market Start Date** | 30/06/2025 |
| **Dynamic Market estimated End Date** | 29/06/2031 |
| **CCS' address for notices** | Crown Commercial Service<br>The Capital, Old Hall Street<br>Liverpool<br>L3 9PP<br>United Kingdom<br><br>Telephone: +44 3454102222<br><br>Email: supplier@crowncommercial.gov.uk<br><br>Website: https://www.gov.uk/ccs |


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## Schedule 2 – Definitions

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| **"Affiliates"** | 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 of that body corporate from time to time; |
| **“Authority”** | Crown Commercial Service; and/or CCS; |
| **“Buyer”** | the relevant public sector purchaser awarding a contract to the Supplier by reference to the Dynamic Market; |
| **"CCS"** | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP; |
| **“Charges”** | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under any contracts awarded pursuant to membership of a Dynamic Market, for the full and proper performance by the Supplier of its obligations under the contract awarded by reference to membership to the Dynamic Market; |
| **“Conditions for Membership”** | the conditions for membership as detailed in the Dynamic Market Notice; |
| **"Confidential Information"** | any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential; |
| **“Control”** | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly; |


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| **"Data Protection Legislation"** | (i) the UK GDPR (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy and (iv) (to the extent that it applies) the EU GDPR; |
| **"Default Management Charge"** | has the meaning given to it in Schedule 3 of the Terms of Use; |
| **“Deliverables”** | Goods, Services or software that may be provided under a contract awarded by reference to membership to a Dynamic Market; |
| **"Dispute"** | any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Terms of Use whether the alleged liability shall arise under English and Welsh law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts; |
| **“DPA 2018”** | the Data Protection Act 2018; |
| **“Dynamic Market”** | the market established by the Dynamic Market Notice ocds-h6vhtk-0510f8 (Open Contracting Identifier OCID); |
| **“Dynamic Market Notice”** | the notice published on the central digital platform for the Dynamic Market ocds-h6vhtk-0510f8 (Open Contracting Identifier OCID); |
| **“Environmental Information Regulations” or “EIR”** | the Environmental Information Regulations 2004; |
| **"End Date"** | the earlier of:<br>a) the date when the Dynamic Market ceases to operate; or<br>b) the removal of the Supplier from the Dynamic Market; |


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| **“EU GDPR”** | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law; |
| **"FOIA"** | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| **“Goods”** | goods made available by the Supplier as specified in the Dynamic Market and in relation to any contracts awarded pursuant to membership of a Dynamic Market; |
| **"Government"** | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| **"Insolvency Event"** | with respect to any person, means:<br>a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts; or<br>b) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or<br>c) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; or<br>d) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or |


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otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, an LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; or

e) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; or

f) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days; or

g) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

h) where that person is a company, an LLP or a partnership:

(i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; or

(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or


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given or if an administrator is appointed, over that person; or

i) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or

j) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or

k) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

**"Intellectual Property Rights" or "IPR"**

a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;

b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

c) all other rights having equivalent or similar effect in any country or jurisdiction;

**"IPR Claim"** any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a contract awarded pursuant to the membership of a Dynamic Market;

**“Know-How”** all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the


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| | nature of know-how relating to the Deliverables but excluding know-how already in either CSS or the Supplier's possession before the applicable Dynamic Market Start Date; |
| **"Law"** | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply; |
| **"Losses"** | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly; |
| **"Management Charge"** | the fees specified in the Dynamic Market Notice and Schedule 1 of these terms payable by the Supplier to CCS; |
| **"Notifiable Default"** | Where:<br>a) the Supplier is unable to for any reason pay the Management Charge; and/or<br>b) the Supplier no longer meets the conditions for membership of the Dynamic Market. |
| **"Personal Data"** | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| **"Relevant Authority"** | the Authority to which a right or obligation is owed, as the context requires; |
| **"Request For Information"** | a request for information or an apparent request relating to a establishment of the Dynamic Market or an apparent request for such information under the FOIA or the EIRs; |


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| **“Services”** | services made available by the Supplier as specified in the Dynamic Market Notice and in relation to any contracts awarded pursuant to membership of a Dynamic Market; |
| **"Start Date"** | the date specified in Schedule 1 of these Terms of Use; |
| **“Supplier”** | any potential member and/or current member of this Dynamic Market; |
| **“Terms of Use” or “these Terms”** | the terms as provided by CCS to the member of the Dynamic Market, included within or referenced by the Dynamic Market Notice; |
| **"Transparency Information"** | a) any information permitted or required to be published by the Procurement Act 2023, any regulations published under it, and any Procurement Policy Notes (PPNs), subject to any exemptions set out in Sections 94 and 99 of the Procurement Act 2023 which shall be determined by CCS;<br>b) any information about the Terms of Use, including the content of the Terms of Use requested and required to be disclosed under FOIA or the EIRs, and any changes to the Dynamic Market agreed from time to time, subject to any relevant exemptions, which shall be determined by CCS; and<br>c) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time; |
| **"UK GDPR"** | assimilated EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679); |
| **"VAT"** | ue added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| **"Working Day"** | day other than a Saturday or Sunday or public holiday in England and Wales. |


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# Schedule 3 – Management Charge

## 1. Definitions

**1.1** In this Schedule, the following words shall have the following meanings, and they shall supplement Schedule 2 (Definitions) of the *Terms of Use*:

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| **“Admin Fee”** | the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by CCS on: https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know under the document titled "Management Information: admin fees and default charges; |
| **"Default Management Charge"** | has the meaning given to it in Paragraph 9.2 of this Schedule 3 of the Terms of Use; |
| **“Management Information” or “MI”** | the management information specified in this Schedule 3 of the Terms of Use; |
| **“MI Failure”** | when an MI report:<br>a) contains any material errors or material omissions or a missing mandatory field; or<br>b) is submitted using an incorrect MI reporting Template; or<br>is not submitted by the reporting date (including where a declaration of no business should have been filed); |
| **"MI Report"** | a report containing Management Information submitted to CCS in accordance with this Schedule 3 of the Terms of Use; |
| **“MI Reporting Template”** | the form of report set out in this Schedule 3 of the Terms of Use setting out the information the Supplier is required to supply to CCS; |
| **“Month”** | a calendar month and “Monthly” shall be interpreted accordingly; |


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| **"Order"** | means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a contract awarded pursuant to membership of a Dynamic Market; |

## 2. How to provide management information to CCS

2.1 The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to the Authority which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that the Authority may issue from time to time.

2.2 The initial MI Reporting Template is set out in the Annex to this document and the Authority may change it from time to time (including the data required and/or format) and issue a replacement version. The Authority shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior approval of the Authority.

## 3. Reporting period

3.1 MI Reports must be completed and returned to the Authority by the fifth (5) Working Day of every Month during the Dynamic Market and thereafter until all transactions relating to contracts awarded by reference to the Supplier's membership to the Dynamic Market have permanently ceased. If at any point there is a period of a Month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.

3.2 In an MI Report, the Supplier should report contract data that is one Month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.


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## 4. Submitting the information

4.1 MI Reports shall be completed electronically and uploaded to the Authority data submission service available at: https://www.reportmi.crowncommercial.gov.uk

4.2 MI Reports must be completed in pounds sterling unless the Authority has given prior written consent to the use of another currency.

4.3 The Authority may reasonably require that MI Reports be submitted by an alternative means such as email.

4.4 Where requested by Authority, the Supplier shall provide Management Information to a Buyer as specified by the Authority.

4.5 The Supplier shall:

4.5.1 promptly after the Dynamic Market Start Date provide an e-mail and/or postal address to which the Authority will send invoices for the Management Charge and Monthly statements relating to the invoicing of the Management Charge;

4.5.2 promptly after the Dynamic Market Start Date or the date that the Supplier becomes a member provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and

4.5.3 immediately notify the Authority of any changes to the details previously provided to the Authority under this Paragraph 4.5.

## 5. How CCS can use the Management Information

5.1 The Supplier grants the Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

5.1.1 use and to share with any actual or potential buyer; and/or

5.1.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),

any Management Information supplied to the Authority for the Authority's normal operational activities including administering this


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Dynamic Market and/or contracts awarded by reference to membership to this Dynamic Market, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

5.2 The Authority may consult with the Supplier to inform its decision to publish information. However, the Authority shall retain absolute discretion regarding the extent, content and format of any disclosure.

5.3 Following receipt of the completed MI Report, the Authority shall invoice the Supplier for the Management Charge payable for the Month to which the MI Report relates.

## 6. Paying the Management Charge

6.1 The Management Charge excludes VAT which is payable on provision of a valid VAT invoice.

## 7. What happens if the Management Charge is not paid?

7.1 Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. The Authority may take action on outstanding invoices by:

7.1.1 issuing the Supplier with reminders that an invoice payment is due and/or overdue; and/or

7.1.2 charging interest on the overdue sum from the due date until payment of the overdue sum is made. Interest under this paragraph will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.2 The Authority may remove the Supplier’s access to the Dynamic Market as per the Terms of Use for the Dynamic Market paragraph 6.

## 8. What happens if the Management Information is wrong?

8.1 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that the Authority


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shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.

8.2 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by the Authority as a result of the Supplier failing to provide Management Information.

8.3 If the Supplier or the Authority identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to the Authority on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of the Authority.

8.4 Following an MI Failure, the Authority may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

**Meetings**

~~8.5~~ The Supplier agrees to attend meetings with the Authority in person to discuss the circumstances of any MI Failure(s) at the request of the Authority. If the Authority requests such a meeting the Supplier shall propose and document measures as part of a plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

**Admin fees**

8.6 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by the Authority as a result of the Supplier failing to provide Management Information.

## 9. What happens if the Management Information Reports are not provided

9.1 If two (2) MI Reports are not provided in any rolling six (6) Month period then an MI Default shall be deemed to have occurred and the Authority shall be entitled to: charge and the Supplier shall pay a Default Management Charge in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 9.2.


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9.2 The Default Management Charge shall be the higher of:

9.2.1 the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) Months from the commencement date of the first contract awarded to the Supplier by reference to its membership to the Dynamic Market, in the whole period preceding the date on which the MI Default occurred; or

9.2.2 the sum of five hundred pounds (£500).

9.3 If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of the Authority and the Management Information demonstrates that:

9.3.1 the Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or

9.3.2 the Supplier has underpaid the Management Charge during the period when a Default Management Charge was applied, then the Authority shall be entitled to immediate payment of the balance as a debt together with interest.

## 10. How long do I have to claim any credit note raised against the Management Charge?

10.1 Should a credit note be raised by the Authority as a result of an amendment to an original MI Report, then the Supplier shall be entitled to apply (up to the value of the credit note) any credit note issued by the Authority against subsequent payments of the Management Charges that are due by the Supplier, provided that the credit note can only be applied against Management Charges that fall due for payment by the Supplier within 12 months of the date the credit note was issued by the Authority.

10.2 If the Authority issues a credit note to the Supplier pursuant to Paragraph 10.1 but there is a £0 balance on the Supplier's account in terms of outstanding Management Charges due to the Authority,


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the Supplier will instead be offered a refund equivalent to the value of the open credit note(s).

10.3 If any credit note is not applied by the Supplier within the 12 month period referred to in Paragraph 10.1, or a refund is not accepted by the Supplier pursuant to Paragraph 10.2, it will be cancelled by the Authority, and the Authority will have no responsibility or liability to issue a new credit note or otherwise to refund the associated credit value to the Supplier.


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## Annex: MI Reporting Template

The MI Reporting Template sets out the information the Supplier is required to supply to CCS.

Please refer to Attachment 5a (Management Information (MI) Reporting Template) in the RM6370 Dynamic Market Information Pack which is available at:

https://supplierregistration.cabinetoffice.gov.uk/dmp


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# Schedule 4 – Processing Data

## 1. Definitions

In this Schedule, the following words shall have the following meanings, and they shall supplement Schedule 2 *(Definitions of the Terms of Use)*:

| | |
|---|---|
| **"Annex"** | extra information which supports this Schedule 4 (Processing Data); |
| **"Central Government Body"** | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:<br>a) Government Department;<br>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);<br>c) Non-Ministerial Department; or<br>d) Executive Agency; |
| **"Claim Losses"** | any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach; |
| **"Controller"** | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| **"Data Loss Event"** | any event that results, or may result, in unauthorised access to Personal Data held by the Controller and/or Processor under the Terms of Use, and/or actual or potential loss and/or destruction of Personal Data in breach of the Terms of Use, including any Personal Data Breach; |


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| **“Data Protection Impact Assessment”** | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| **"Data Protection Officer"** | has the meaning given to it in the UK GDPR or EU GDPR as the context requires; |
| **"Data Subject"** | has the meaning given to it in the UK GDPR or EU GDPR as the context requires; |
| **"Data Subject Access Request"** | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| **“Default”** | any breach of the obligations of the Supplier or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Terms of Use and in respect of which the Supplier is liable CCS; |
| **“Independent Controller”** | a Party which is a Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data; |
| **“Joint Control”** | where two (2) or more Controllers jointly determine the purposes and means of Processing; |
| **“Joint Controller”** | has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires; |
| **“Material Default”** | a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied); |


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| **“Party”** | CCS or the Supplier. "Parties" shall mean both of them where the context permits; |
| **“Personal Data Breach”** | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| **“Processing”** | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires, and "Process" shall be construed accordingly; |
| **“Processor”** | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| **“Processor Personnel”** | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under the Terms of Use; |
| **“Protective Measures”** | 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; |
| **“Subcontractor”** | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; |
| **"Subprocessor”** | any third party appointed to process Personal Data on behalf of that Processor related to the Terms of Use; |
| **"Supplier Staff"** | any individual engaged, directly or indirectly, or employed by the supplier or any Subcontractor engaged in the management or performance of the Supplier’s obligations |


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under a contract awarded by reference to a Dynamic Market; and

**"Termination Notice"** a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Terms of Use on a specified date and setting out the grounds for termination.

## 2. Status of the Controller

2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their obligations under the Terms of Use dictates the status of each Party under the DPA 2018. A Party may act as:

2.1.1 "Controller" in respect of the other Party who is "Processor";

2.1.2 "Processor" in respect of the other Party who is "Controller";

2.1.3 "Joint Controller" with the other Party;

2.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under the Terms of Use and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply.

## 3. Where one Party is Controller and the other Party its Processor

3.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller or further provided in writing by the Controller and may not be determined by the Processor.

3.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

3.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

3.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;


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3.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

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

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

3.3.5 providing assurance that the measures referred to in paragraph 3.3.4 of this Schedule 4 (*Processing Data*) comply with the security requirements (if any).

3.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Terms of Use:

3.4.1 process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*) or as further provided in writing by the Controller, unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

3.4.2 ensure that it has in place Protective Measures which the Controller may reasonably reject (including, where applicable in accordance with its rights of rejection under those provisions) but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

(a) nature of the data to be protected;

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

(c) state of technological development; and

(d) cost of implementing any measures.

3.4.3 ensure that:

(a) the Processor Personnel do not Process Personal Data except in accordance with the Terms of Use (and in particular Annex 1 *(Processing Personal Data*)) and the Controller's further written instructions;

(b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:


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(i) are subject to any staff vetting required by the Term of Use, including the security requirements (if any);

(ii) are aware of and comply with the Processor's duties under this Schedule 4 (*Processing Data*), the security requirements (if any);

(iii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(iv) 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 Controller or as otherwise permitted by the Terms of Use; and

(v) have undergone adequate training in the use, care, protection and handling of Personal Data (including any training required by the security requirements (if any)).

3.4.4 not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(a) the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74 of the DPA 2018) and/or Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:

(i) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;


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(ii) the Supplier shall notify the Authority immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this paragraph 3.4.4(a); and

(iii) in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):

(A) ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this aragraph 3.4.4(a);

(B) the US Data Privacy Framework is no longer available, and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this paragraph 3.4.4(a); and/or

(C) fails to notify the Authority of any changes to its certification status in accordance with paragraph 3.4.4(a)(ii) above,

the Authority shall have the right to terminate the Terms of Use with immediate effect; or

(b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant Parties entering into:


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(i) where the transfer is subject to UK GDPR;

(A) the International Data Transfer Agreement ("issued by the Information Commissioner under s119A(1) of the DPA 2018 (the "**IDTA**"); or

(B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures being determined by the Controller being implemented by the importing Party;

(c) the Data Subject has enforceable rights and effective legal remedies;

(d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

3.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the the Terms of Use unless the Processor is required by Law to retain the Personal Data.


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3.5 Subject to paragraph 3.6 of this Schedule 4 (*Processing Data*), the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Terms of Use it:

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

3.5.2 receives a request to rectify, block or erase any Personal Data;

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

3.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Terms of Use;

3.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

3.5.6 becomes aware of a Data Loss Event.

3.6 The Processor's obligation to notify under paragraph 3.5 of this Schedule 4 (*Processing Data*) shall include the provision of further information to the Controller, as details become available.

3.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 3.5 of this Schedule 4 (*Processing Data*) (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

3.7.1 the Controller with full details and copies of the complaint, communication or request;

3.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

3.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

3.7.4 assistance as requested by the Controller following any Data Loss Event; and/or


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3.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.

3.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 4 (*Processing Data*) . This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:

3.8.1 the Controller determines that the Processing is not occasional;

3.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

3.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

3.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

3.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

3.11 Before allowing any Subprocessor to Process any Personal Data related to the Terms of Use, the Processor must:

3.11.1 notify the Controller in writing of the intended Subprocessor and Processing;

3.11.2 obtain the written consent of the Controller;

3.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 4 (*Processing Data*) such that they apply to the Subprocessor; and

3.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

3.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

3.13 The Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Schedule 4 (*Processing Data*) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable


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certification scheme (which shall apply when incorporated by attachment to the Terms of Use).

3.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office, any relevant Central Government Body and/or any other regulatory authority. The Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Terms of Use to ensure that it complies with any guidance issued by the Information Commissioner's Office, relevant Central Government Body and/or any other regulatory authority.

## 4. Where the Parties are Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under the Terms of Use, the Parties shall implement the paragraphs of this Schedule 4 (*Processing Data*) that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 (*Joint Controllers Agreement*) to this Schedule 4 (*Processing Data*) .

## 5. Independent Controllers of Personal Data

5.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

5.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

5.3 Where a Party has provided Personal Data to the other Party in accordance with paragraph 5.2 of this Schedule 4 (*Processing Data*) above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

5.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Terms of Use.

5.5 The Parties shall only provide Personal Data to each other:

5.5.1 to the extent necessary to perform their respective obligations under the Terms of Use;

5.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects:


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(a) where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

(i) the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:

(A) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;

(B) the Supplier shall notify the Authority immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this paragraph 5.5.2(a)(i); and


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(C) in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):

(1) ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this paragraph 5.5.2(a)(i);

(2) the US Data Privacy Framework is no longer available, and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this paragraph 5.5.2(a)(i); and/or

(3) fails to notify the Authority of any changes to its certification status in accordance with paragraph 5.5.2(a)(i)(B) above,

the Authority shall have the right to terminate the Terms of Use with immediate effect; or

(b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:

(i) where the transfer is subject to UK GDPR:

(A) the International Data Transfer Agreement (the "**IDTA**") ""as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or


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(B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Controller being implemented by the importing Party;

(c) the Data Subject has enforceable rights and effective legal remedies;

(d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and

(e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

4.5.4 where it has recorded it in Annex 1 *(Processing Personal Data).*

5.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the


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measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

5.7 A Party Processing Personal Data for the purposes of the Terms of Use shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

5.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Terms of Use ("Request Recipient"):

5.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

5.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

5.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to the Terms of Use and shall:

5.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

5.9.2 implement any measures necessary to restore the security of any compromised Personal Data;

5.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and


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5.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

5.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Terms of Use as specified in Annex 1 *(Processing Personal Data).*

5.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Terms of Use which is specified in Annex 1 *(Processing Personal Data)*.

5.12 Notwithstanding the general application of paragraphs 3.1 to 3.14 of this Schedule 4 (*Processing Data*) to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 5.2 to 5.12 of this Schedule 4 (*Processing Data*).


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## Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Authority at its absolute discretion.

1.1 The contact details of CCS's Data Protection Officer (DPO) are:
Carmel Sutcliffe CCS
gdprgeneralenquiries@crowncommercial.gov.uk

1.2 The contact details of the Supplier's Data Protection Officer are:
**[Insert** Contact details]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

| Description | Details |
|---|---|
| Identity of Controller and Processor for each Category of Personal Data | **CCS is Controller and the Supplier is Processor**<br>The Parties acknowledge that in accordance with paragraph 3 of this Schedule 4 (Processing Data) and for the purposes of the Data Protection Legislation, CCS is the Controller, and the Supplier is the Processor of the following Personal Data:<br>● Individuals' names, job titles, email addresses, organisational name, work phone numbers.<br>● Organisation's name, address, phone numbers, email addresses, IP address, Dynamic Market signatory<br>● To the extent relevant and supplied during the appointment process and the operation of the Dynamic Market, details of any relevant convictions.<br><br>**The Supplier is Controller and CCS is Processor**<br>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and CCS is the Processor, in accordance with paragraph 3 of this Schedule 4 (Processing Data), of the following Personal Data:<br>● **[Insert** the scope of Personal Data which the purposes and means of the Processing by the CCS is determined by the Supplier]<br>**The Parties are Joint Controllers** |


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| | |
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| | The Parties acknowledge that, in accordance with paragraph 4 of this Schedule 4 (Processing Data), they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:<br>● **[Insert** the scope of Personal Data which the purposes and means of the Processing is determined by both Parties together]<br>**The Parties are Independent Controllers of Personal Data**<br>The Parties acknowledge that, in accordance with paragraph 5, they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:<br>● Personally identifiable information of Supplier Staff for which the Supplier is the Controller,<br>● Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of CCS (excluding the Supplier Staff) engaged in the performance of the CCS's duties under the Terms of Use) for which CCS is the Controller,<br>● **[Insert** the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that CCS cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by CCS]<br>[**Guidance** where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified] |
| Subject matter of the Processing | The processing is needed in order to ensure that CCS, any Relevant Authority, Buyer and Supplier can administer the Dynamic Market and Buyer contracts awarded to Suppliers by reference to the Dynamic Market; and fulfil tasks in the public interest and as required by Law. |
| Duration of the Processing | Under the Dynamic Market commencing from the Start Date for the duration of the Dynamic Market.<br>Then for seven years after the End Date of the Dynamic Market. |
| Nature and purposes of the Processing | In respect of the Supplier Personal Data, CCS (and any other Relevant Authority) may: collect, collate, share, evaluate, use, store, replicate, and otherwise Process the Personal Data to |


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| | |
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| | enable it to administer the Dynamic Market and fulfil tasks in the public interest and as required by Law.<br><br>This may include:<br>● inviting the Supplier Staff to contract management workshops and events;<br>● complying with requirements under the Dynamic Market to contact named individuals;<br>● establishing the Supplier's compliance with the procurement process, the Dynamic Market and the Buyers Contract;<br>● buyer procurement activity including contract award to a Supplier by reference to the Dynamic Market; and<br>● including Personal Data within reports. |
| Type of Personal Data | Individuals' names, job titles, email addresses, organisational name, work phone numbers.<br>Organisation's name, address, phone numbers, email addresses, IP address, Dynamic Market signatory<br>To the extent relevant and supplied during the appointment process and the operation of the Dynamic Market, details of any relevant convictions. |
| Categories of Data Subject | CCS staff, Relevant Authority staff, Buyer staff and Supplier staff. |
| Plan for return and destruction of the data once the Processing is complete<br>UNLESS requirement under law to preserve that type of data | For the duration of the Dynamic Market and for seven years after the End Date of the Dynamic Market.<br>After which Data will be permanently deleted. |
| Locations at which the Supplier and/or its Sub-contractors process Personal | Unknown due to the appointment of multiple suppliers to the Dynamic Market and throughout its duration.<br>Where applicable, the following will apply: |


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| | |
|---|---|
| Data under the Terms of Use and international transfers and legal gateway | ● UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR;<br>● the International Data Transfer Agreement (the "IDTA") ""as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or<br>● the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "EU SCCs"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "Addendum") as published by the Information Commissioner's Office from time to time. |
| Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under the Terms of Use against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event (noting that any Protective Measures are to be in accordance<br>with any security requirements) | The Dynamic Market requires that the Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any Government Data, including back-up data, is a secure system that complies with the Security Requirements (if any) and otherwise as required by the Data Protection Legislation.<br><br>Buyer requirements for a contract awarded to a supplier by reference to the Dynamic Market will be specific to the contract. |


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## Annex 2 - Joint Controller Agreement

### 1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (*Joint Controller Agreement*) in replacement of paragraph 4 of Schedule 4 (*Processing Data*) and paragraphs 5.2 to 5.12 of Schedule 4 (*Processing Data*) . Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/CCS]:

1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;

1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and

1.2.5 shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/CCS's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of paragraph 1.2 of this Annex 2 (*Joint Controller Agreement*), the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### 2. Undertakings of both Parties

2.1 The Supplier and the Authority each undertake that they shall:

2.1.1 report to the other Party every [x] months on:

(a) the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);


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(b) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

(c) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

(d) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

(e) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Terms of Use during that period;

2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in paragraphs 2.1.1(a) to 2.1.1(e) of this Annex 2 (*Joint Controller Agreement*);

2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in paragraphs 2.1.1(c) to (e) of this Annex 2 (*Joint Controller Agreement*) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Terms of Use or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex 2 (*Joint Controller Agreement*);

2.1.5 request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;

2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

2.1.7 use best endeavours to ensure the reliability and integrity of any of its Processor Personnel who have access to the Personal Data and ensure that its Processor Personnel:


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(a) are aware of and comply with their duties under this Annex 2 (*Joint Controller Agreement*) and those in respect of Confidential Information;

(b) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that party would not be permitted to do so; and

(c) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation.

2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:

(a) nature of the data to be protected;

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

(c) state of technological development; and

(d) cost of implementing any measures;

2.1.9 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and

2.1.10 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.1.11 not transfer such Personal Data outside of the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

(a) the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:

(i) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;

(ii) the Supplier shall notify the Authority immediately if there are any, or there are reasonable grounds


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to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this paragraph 2.1.11(a); and

(iii) in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):

(A) ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this paragraph 2.1.11(a);

(B) the US Data Privacy Framework is no longer available, and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this paragraph 2.1.11(a); and/or

(C) fails to notify the Authority of any changes to its certification status in accordance with paragraph 2.1.11(a)(ii) above,

the Authority shall have the right to terminate the Terms of Use with immediate effect; or

(b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable) as agreed with the non-transferring Party which could include

(i) where the transfer is subject to UK GDPR, the UK International Data Transfer Agreement (the "**IDTA**") published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or

(ii) The European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data


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Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

(iii) where the transfer is subject to EU GDPR, the EU SCCs.

as well as any additional measures determined by the Controller being implemented by the importing Party;

(c) the Data Subject has enforceable rights and effective legal remedies;

(d) the transferring Party complies with its obligations under 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 non-transferring Party in meeting its obligations); and

(e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.

2.2 Each Joint Controller shall use its best endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex 2 (*Joint Controller Agreement*) in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

**3. Data Protection Breach**

3.1 Without prejudice to paragraph 3.2 of this Annex 2 (*Joint Controller Agreement*), each Party shall notify the other Party promptly and without undue delay, and in any event within forty eight (48) hours, upon becoming aware of any Data Loss Event or circumstances that are likely to give rise to a Personal Data Breach, providing the Authority and its advisors with:

3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation;

3.1.2 all reasonable assistance, including:

(a) co-operation with the other Party and the Information Commissioner and any other regulatory authority investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

(b) co-operation with the other Party including using such best endeavours as are directed by the Authority to assist


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in the investigation, mitigation and remediation of a Data Loss Event;

(c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or

(d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner and/or any other regulatory authority investigating the Data Loss Event, with complete information relating to the Data Loss Event, including, without limitation, the information set out in paragraph 3.2.

3.2 Each Party shall use best endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within forty eight (48) hours of the Data Loss Event relating to the Data Loss Event, in particular:

3.2.1 the nature of the Data Loss Event;

3.2.2 the nature of Personal Data affected;

3.2.3 the categories and number of Data Subjects concerned;

3.2.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

3.2.5 measures taken or proposed to be taken to address the Data Loss Event; and

3.2.6 describe the likely consequences of the Data Loss Event.

## 4. Audit

4.1 The Supplier shall permit:

4.1.1 The Authority, or a third-party auditor acting under the Authority's direction, to conduct, at the Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 (*Joint Controller Agreement*) and the Data Protection Legislation; and/or

4.1.2 The Authority, or a third-party auditor acting under the Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Terms of Use, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.


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4.2 The Authoritymay, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with paragraph 4.1 of this Annex 2 (*Joint Controller Agreement*) in lieu of conducting such an audit, assessment or inspection.

**5. Impact Assessments**

5.1 The Parties shall:

5.1.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

5.1.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Terms of Use, in accordance with the terms of Article 30 UK GDPR.

**6. Information Commissioner's Office Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner, any relevant Central Government Body and/or any other regulatory authority. The Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Terms of Use to ensure that it complies with any guidance issued by the Information Commissioner, any relevant Central Government Body and/or any other regulatory authority.

**7. Liabilities for Data Protection Breach**

***[Category Guidance: This paragraph represents a risk share; CCS may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]***

7.1 If financial penalties are imposed by the Information Commissioner or any other regulatory authority on either the Authority or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:

7.1.1 if in the view of the Information Commissioner or any other regulatory authority, the Authority is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Authority, then the Authority shall be responsible for the payment of such Financial Penalties. In this case, the Authority will conduct an internal audit and engage at its reasonable cost, when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

7.1.2 if in the view of the Information Commissioner or any other regulatory authority, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Authority is responsible for, then the Supplier shall be responsible for the


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payment of these Financial Penalties. The Supplier will provide to the Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or

7.1.3 if no view as to responsibility is expressed by the Information Commissioner or any other regulatory authority, then the Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the dispute resolution.

7.2 If either the Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "Claim Losses"):

7.3.1 if the Authority is responsible for the relevant Data Loss Event, then the Authority shall be responsible for the Claim Losses;

7.3.2 if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and

7.3.3 if responsibility for the relevant Data Loss Event is unclear, the Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either paragraph 7.2 or paragraph 7.3 of this Annex 2 (*Joint Controller Agreement*) shall preclude the Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Authority.

**8. Termination**

If the Supplier is in Material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Authority shall be entitled to terminate the Terms of Use.

9. **Sub-Processing**

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:


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9.1.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Terms of Use, and provide evidence of such due diligence to the other Party where reasonably requested; and

9.1.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. **Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Terms of Use), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.


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