



**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**RUSHCLIFFE BOROUGH COUNCIL**

**AND**

**TRENT BRIDGE COMMUNITY TRUST  
(YouNG Programme)**

**APRIL 2018 to DECEMBER 2020**

**Service Level Agreement between**  
**RUSHCLIFFE BOROUGH COUNCIL**  
**& TRENT BRIDGE COMMUNITY TRUST**

TOTAL for 2 years and 9 months' delivery 2018 - 2020..... £82,000 per annum pro rata

# TERMS AND CONDITIONS OF AGREEMENT between RUSHCLIFFE BOROUGH COUNCIL and TRENT BRIDGE COMMUNITY TRUST

Date of Commencement: 1 April 2018 to 31<sup>st</sup> December 2020  
(Period – 2 year & 9 months).

This agreement relates to:

- the provision of services in Rushcliffe Borough
- the above period only

**NB.** Reference throughout this document to **the Council** or ‘the Customer’ shall mean, **Rushcliffe Borough Council**, and to **TBCT** or ‘the Contractor’ shall mean, **Trent Bridge Community Trust**.

## 1. The Council’s Corporate Plan

All activity undertaken by **TBCT** and funded through this agreement must assist in helping **the Council** achieve its priorities as set down in **the Council’s** Corporate Plan.

## 2. Local Authority Compact

Both parties are committed to fulfilling their obligations under the agreement within the framework of the current Compact and are committed to the development and implementation of a new style joint framework for partnership working.

## 3. General Conditions

**TBCT** shall collaborate with **the Council** through the formation of a **Joint Strategic Board** to deliver the services set out in **Schedule A & B** in accordance with the terms and conditions of this agreement.

Together **TBCT** and **the Council** will continue to seek opportunities to develop the YouNG programme and brand whilst also enhancing the reputation of Nottinghamshire County Cricket Club and **the Council** in supporting and developing the talents and abilities of young people.

The joint strategic board shall

- a) Provide direction, encouragement and support to seek out and create opportunities and outcomes to support long-term sustainability of the YouNG programme. The **Joint Strategic board** will meet a **minimum of 2 times per year**.
- b) Ensure that in providing the services, it complies with and achieves the activities as set out in Schedule A.

- c) Perform to the standards as set out in Schedule B.
- d) Perform in accordance to appropriate professional standards.
- e) Exercise all reasonable skill, care and diligence in the performance of service delivery.
- f) Comply with all applicable statutory and other legal requirements, regulations and all relevant voluntary and compulsory codes of conduct.
- g) The joint strategic board will support and attend an annual scrutiny meeting, currently managed through the Partnership Delivery Group (**see Schedule C**).
- h) Provide to **the Council** any other such reports in relation to the provision of services relating to this agreement as **the Council** shall reasonably require. **The Council** will give adequate notice in such cases.
- i) Create, maintain and effectively manage any personal information and records generated during the period of this agreement (See Section 10 and Annex E for more details).

## 5. Duties of the Provider

It is the duty of **TBCT** to:

- a) Ensure that all necessary measures are taken for the protection and safekeeping of any staff or volunteers, together with any items of property or information, to be used or employed by **TBCT**, in connection with the provision of services under this agreement.
- b) Indemnify and keep **the Council** indemnified against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by **the Council** as a result of, or in connection with:-
  - i) Any breach by **TBCT** of any of the provisions of this agreement; or
  - ii) Any act or omission of its employees, agents or sub-contractors (including, but without limitation, voluntary workers) in connection with the provision of services by **TBCT** under this agreement; or
  - iii) Any claim brought against **the Council** by any third party which arises in connection with the provision of services by **TBCT** under this agreement.
- c) Without prejudice to the provisions of sub-clause 5b) take out, and throughout the period of this agreement, maintain policies of insurance with an insurance company of good repute against any liability for which **TBCT** may be responsible in connection with the provision of services under this agreement (including, but without limitation, employer's liability), such insurance shall be in a minimum amount of £5,000,000 for any one incident or series of connected incidents. **TBCT** shall upon request by **the Council**, at any time, produce such policies of insurance together with the receipt for the current year's premium.

## 6. Monitoring and Evaluation

**TBCT** shall comply with the monitoring and evaluation arrangements as set out in the conditions in Schedule C.

**TBCT** shall allow **the Council** reasonable access to the premises/sites where the service is provided and to financial information and other documentation relevant to the monitoring requirements set out in Schedule C.

The clause above does not relate to statutory rights of access of the client, or government or other authority or regulatory body who may have legitimate rights to information.

## 7. Service Agreement Management

**The Council** and **TBCT** shall each nominate a Service Agreement Manager to act on their behalf. Any decision, notice, information or communication given or made by a Service Agreement Manager or his duly nominated representatives (such nomination being advised in writing) shall be deemed to have been given by **the Council** or **TBCT** as the case may be.

## 8. Assignment

**TBCT** shall not assign any element of this Agreement, or sub-contract its duties and obligations within this Agreement, without the prior written consent of **the Council**.

## 9. Agreement Reviews

Reviews of the Agreement may be initiated by either party for the duration of the Agreement.

## 10. Data Protection

- a) The Parties acknowledge that for the purposes of the Data Protection Legislation, the **Council** is the Data Controller and **TBCT** is the Data Processor. The only processing that **TBCT** is authorised to do is listed in Schedule [E] by the **Council** and may not be determined by **TBCT**.
- b) **TBCT** shall notify the **Council** immediately if it considers that any of the **Council's** instructions infringe Data Protection Legislation.
- c) **TBCT** shall provide all reasonable assistance to the **Council** in the preparation of any Data Protection Impact Assessment prior to commencing

any processing. Such assistance may, at the discretion of the **Council**, include:

- i) A systematic description of the envisaged processing operations and the purpose of the processing;
  - ii) An assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - iii) An assessment of the risks to the rights and freedoms of Data Subjects and
  - iv) The measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- d) **TBCT** shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- i) Process that Personal Data only in accordance with Schedule [E], unless the Contractor is required to do otherwise by Law. If it is so required **TBCT** shall promptly notify the **Council** before processing the Personal Data unless prohibited by Law;
  - ii) Ensure that it has in place Protective Measures, which have been reviewed and approved by the **Council** as appropriate to protect against a Data Loss Event having taken account of the:
    - Nature of the data to be protected;
    - Harm that might result from a Data Loss Event;
    - State of technological development; and
    - Cost of implementing any measures.
  - iii) Ensure that :
    - **TBCT** Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule E);
    - It takes all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that they:
      - a) Are aware of and comply with the duties of **TBCT** under this clause;
      - b) Are subject to appropriate confidentiality undertakings with **TBCT** or any Sub-processor;
      - c) Are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing

- to do so by the **Council** or as otherwise permitted by this Agreement; and
- d) Have undergone adequate training in the use, care, protection and handling of Personal Data; and
  - e) Not transfer Personal Data outside of the EU unless the prior written consent of the **Council** has been obtained and the following conditions are fulfilled:
    - i) The **Council** or **TBCT** has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the **Council**;
    - ii) The Data Subject has enforceable rights and effective legal remedies;
    - iii) **TBCT** 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 **Council** in meeting its obligations); and
    - iv) **TBCT** complies with any reasonable instructions notified to it in advance by the **Council** with respect to the processing of the Personal Data;
  - f) At the written direction of the **Council**, delete or return Personal Data (and any copies of it) to the **Council** on termination of the Agreement unless **TBCT** is required by Law to retain the Personal Data.
  - g) Subject to clause 1.6, **TBCT** shall notify the Council immediately if it:
    - i) Receives a Data Subject Access Request (or purported Data Subject Access Request);
    - ii) Receives a request to rectify, block or erase any Personal Data;
    - iii) Receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation;
    - iv) Receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
    - v) 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;
    - vi) Or becomes aware of a Data Loss Event.
  - h) **TBCT's** obligation to notify under clause (10-g) shall include the provision of further information to the Customer in phases, as details become available.

- i) Taking into account the nature of the processing, **TBCT** shall provide the **Council** with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 10.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:
  - i) The **Council** with full details and copies of the complaint, communication or request;
  - ii) Such assistance as is reasonably requested by the **Council** to enable the **Council** to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;
  - iii) The **Council**, at its request, with any Personal Data it holds in relation to a Data Subject;
  - iv) Assistance as requested by the **Council** following any Data Loss Event;
  - v) Assistance as requested by the **Council** with respect to any request from the Information Commissioners Office, or any consultation by the **Council** with the Information Commissioner's Office.
  
- j) **TBCT** shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where TBCT employs fewer than 250 staff, unless:
  - i) The **Council** determines that the processing is not occasional;
  - ii) The **Council** determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - iii) The **Council** determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
  
- k) **TBCT** shall allow for audits of its Data Processing activity by the **Council** or their designated auditor.
  
- l) **TBCT** shall designate a data protection officer if required by Data Protection Legislation.
  
- m) Before allowing any Sub-processor to process any Personal Data related to this Agreement, **TBCT** must:
  - i) Notify the **Council** in writing of the intended Sub-processor and processing;
  - ii) Obtain the written consent of the **Council**;
  - iii) Enter into a written agreement with the Sub-processor which give effect to the terms set out in clauses 10.1-10.14 inclusive such that they apply to the Sub-processor; and



- iv) Provide the **Council** with such information regarding the Sub-processor as the **Council** may reasonably require.
- n) **TBCT** shall remain fully liable for all acts or omissions of any Sub-processor.
- o) **TBCT** may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- p) The Parties agree to take account of any guidance issued by the Information Commissioners Office. The **Council** may on not less than 30 Working Days' notice to **TBCT** amend this agreement to ensure that it complies with any guidance issued by the Information Commissioners Office.

## 11. Financial Management

- a) **The Council** agrees to commission the services of **TBCT** as detailed in Schedule A at the costs detailed in Schedule C for the duration of the Agreement.
- b) Payment will be made in two equal installments annually, in advance on the following dates:
  - **30 April**
  - **30 September**
- c) If **TBCT** shall fail to meet the service specifications or standards **the Council** may bring this agreement to an end and require immediate repayment of all or part of the pre-paid funding.

## 12. Duration and Termination

This Agreement shall come into force on 1 April 2018 and subject to the provisions below shall continue in force until 31 December 2020.

- a) It may be terminated forthwith by either party at any time on giving to the other party not less than 6 months notice in writing.
- b) Either party shall be entitled to terminate this Agreement if:-
  - i) The other party commits any continuing or material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 28 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied

- ii) Another party, or individual with which there is not an Agreement takes possession or a receiver is appointed over any of the property or assets of that other party
  - iii) That other party makes any voluntary arrangement with its creditors or becomes subject to an administration order
  - iv) A petition is presented, or a resolution is passed, for the winding up of that other party
  - v) That other party ceases, or threatens to cease, to carry on the services of this Agreement.
- c) During the period of Termination the parties shall:-
- i) Work to ensure that the interests and needs of users are met;
  - ii) Endeavour to reconcile all financial matters including sums outstanding;
  - iii) Return any property of the other party.

### 13. Entire Agreement and Variation

- a) This Agreement (together with the Schedules hereto) sets forth the entire agreement between the parties with respect to the subject matter herein and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties.
- b) The **Council** will seek an agreement with the provider for compliance with **the Council's** Equal Opportunity, GDPR, Safeguarding, Community Safety and Environmental Policies, particularly its procurement provisions.
- c) No variation shall be made to this Agreement unless such variation is in writing and agreed to by duly authorised representatives of both parties.

### 14. Settlement of Disputes

- a) A difference or dispute arising out of this Agreement shall be dealt with as follows:
  - i) The aggrieved party shall notify the other party via the Service Agreement Manager in writing giving details of the dispute or difference
  - ii) **The Council** will work with **TBCT** to identify the causes of the problems and make recommendations to enable a resolution (this would not prevent **the Council** exercising its rights to end the agreement).

iii) within 14 days of such notification the Service Agreement Manager of **the Council** and Service Agreement Manager of **TBCT** (or in their absence a duly authorised representative) shall meet to attempt to resolve the dispute or difference

iv) if within 28 days after any notification given pursuant to clause a) i) above the dispute or difference in question has not been resolved, the matter shall be referred to the Executive Manager Operations for a decision

- b) Nothing within this clause shall prevent the parties at any time agreeing to settle any difference or dispute arising out of this Agreement without recourse to arbitration.

**THIS AGREEMENT IS SIGNED ON BEHALF OF THE CHIEF EXECUTIVE OF RUSHCLIFFE BOROUGH COUNCIL BY:**

.....(Executive Manager Communities)

Print Name .....

Date .....

**And On behalf of Trent Bridge Community Trust by:**

Signature .....

Print Name .....

Designation .....

Date .....

**SERVICES**

In broad terms, **YouNG Futures** agrees:

- To promote and grow the brand of YouNG in an entrepreneurial way
- To provide 30 dedicated hours (per week) management of the programme.
- To develop an accreditation scheme for businesses to be young person friendly and provide work experience placements.
- To deliver a weekly YouNG ambassadors programme which includes a YouNG ambassador representative from each of the seven secondary schools across Rushcliffe and provides; mentoring support, accreditations, educational workshops, careers advice and guidance and employability activities via digital channels into schools.
- Redefine and develop a range of work experience placement under the following headings;

Snapshot	- business insight (half day/1 day)
Traditional	- 1 week
Long Term	- 1 or 2 days per week (reduced timetable)
- Promote work experience and employability opportunities via a dedicated website and through social media and other marketing channels.
- To deliver existing projects such as the YouNG Goes Euro, Enterprise International and the ESF Move ahead and Stay ahead project.
- Commitment to recruit and develop Interns annually.

**PERFORMANCE OUTPUTS**

The below target range have been agreed that the lower number will be the minimum expectations of the delivery outcomes.

**Work experience – definitions:**

**Snap-shot or company insight:**

Snap-shot or insight days tend to be half or 1 day long, to give an insight into the company and the work it does. They should be designed to be interesting and enjoyable, consisting of tour, team challenges and some informal mentoring from a member of the organisation. It is a great way to see whether a firm or industry is a good fit for the YouNG person.

**Traditional:**

Traditional work experience is defined as a short period of time within a company, such as one to two weeks to gain exposure to an organisation. It might include an element of **work shadowing** staff to observe what they do in order to understand a role better as well as getting involved in relatively low level tasks to help support the business in a very practical way. This is an unpaid placement within the organisation.

**Long Term:**

Linked to the positive futures programme this work experience opportunity is for students that are referred by the schools who feel they need extra care and support and may be on a reduced timetable. The aim is to provide 1-day vocational work experience over a prolonged period where the student returning to the organisation with a focus on employability post formal education.

NB- This figure is school led based upon need so figures may be lower based upon demand.

**Internal and external work experiences proxy measure:**

Internal work experiences are defined as work experiences taking place with Trent Bridge or Rushcliffe Borough Council.

External work experiences are defined as work experiences taking place in business that are external to both organisations but can be in the public, private or voluntary sector. This will involve building and sustaining relationships with business across the area.

Output	Stretch Target over 2 years and 9 Months	Minimum overall target	Stretch Annual target	Minimum annual target
Snapshot	<b>150</b>	<b>90</b>	<b>50</b>	<b>30</b>
Traditional	<b>90</b>	<b>30</b>	<b>30</b>	<b>10</b>
Long term	<b>45</b>	<b>45</b>	<b>15</b>	<b>15</b>
<b>Total</b>	<b>285</b>	<b>165</b>	<b>95</b>	<b>55</b>
Internal work experience proxy measure	<b>220</b>	<b>120</b>	<b>70</b>	<b>40</b>

External work experience proxy measure	<b>65</b>	<b>45</b>	<b>25</b>	<b>15</b>
<b>Business registered working with YouNG</b>				
This output is to grow the list of businesses that provide work experiences and other support to YouNG. Their business details and the opportunity offered would appear on the website and would aim to grow annually				
<b>Output</b>	<b>Stretch Target over 2 years and 9 Months</b>	<b>Minimum overall target</b>	<b>Stretch Annual target</b>	<b>Minimum annual target</b>
Registered companies offering work experience:	<b>75</b>	<b>45</b>	<b>25</b>	<b>15</b>
<b>Web and Social media</b>				
<p>I. Maintain and develop a YouNG website platform over the duration of the SLA where young people can find information about the programme and how to get involved.</p> <p>II. Maintain and develop a social media presence for the following but not exclusive platforms. Facebook, Instagram, twitter and Vimeo</p>				
<b>Output (II) target</b>	<b>Stretch Target over 2 years and 9 Months</b>	<b>Minimum overall target</b>	<b>Stretch Annual target</b>	<b>Minimum annual target</b>
Achieve between 10% & 20% growth on social media per annum across all platforms from a current baseline of 1656	2646	2151	1986	1821
<b>Ambassadors Programme</b>				
The YouNG ambassador programme is a contract of employment with one young person representing each secondary school across Rushcliffe. The sessions are two hours long with an additional hour of work taking place in the ambassadors own time.				
<b>Output</b>	<b>overall target</b>		<b>Annual Target</b>	
Ambassadors	21		7	
Ambassadors – young people trained to support the delivery of sessions to other young people	117 sessions		39 sessions	
Ambassador and work placement accreditations which may include long term work placements which enhance employability	45		15	
<b>YouNG Markets</b>				

YouNG markets are physical markets which provide the opportunity for young people to showcase their talents – whether that be performing or entrepreneurial. Young people can perform on stage or have a stall to run their own business and sell goods they have either produced or bought in.

Young performers also perform on stage at the same time as the market is held.

The YouNG markets are for young people aged 12-21, some of which may still be in full time education.

Output	Stretch Target over 2 years and 9 Months	Minimum overall target	Stretch Annual target	Minimum annual target
YouNG Markets	15	6	5	2

#### Notes on targets

#### Preparatory Work and Ongoing Pastoral Support for Work Experiences

Placements can often fail because of poor preparation on behalf of the participant, especially in relation to young people. Trent Bridge will be responsible for ensuring participants are fully motivated, have researched the business and sector and begin the placement with a clear idea of what they would like to achieve out of their experience.

Similarly, when providing work experience, employers will need to be suitably prepared. This will include ensuring employers provide meaningful placements with activities that reflect real world experiences, managing the expectations of employers and providing ongoing pastoral support for employers and participants to mitigate against any potential difficulties during the placement. It is also important that employers participating in the campaign are supported to become disability and mental health confident.

There is also a need for teachers to be educated on the importance of work experience for young people, adults and employers. Teachers are often unaware of the added benefits work experience can provide ranging from supporting social mobility, increasing diversity in the workforce helping those with health related barriers to work gain employment to providing recruitment, retention and productivity solutions for businesses.

**Evaluation** – Undertake an evaluation each of the Work Experience placement delivered



### **EVALUATION AND MONITORING**

All parties will monitor the Service Level Agreement performance on a six monthly basis. Any party may call a meeting to discuss any part of the performance of the Service Agreement and where appropriate amendments to the Service Level Agreement will be made if agreed by all parties.

**TBCT** will provide activity-monitoring reports with evidence of outcomes to Rushcliffe Borough Council 2 times per year. The reports will focus on the progress against the targets, any relevant developments/issues and recommendations for future work. **The Councils Service Agreement Manager, Cabinet Portfolio Holders for Communities** and the **TBCT Service Manager** will meet on a six monthly basis, to review performance and agree the strategic approach for the next 6 months which they will present to the **Joint Strategic Board**. **TBCT** will provide secretariat support to the **Joint Strategic Board** and in addition will attend an annual scrutiny of the partnership (currently) Partnership Delivery Group.

### **PAYMENT**

**Subject to meeting all of the outcomes shown in Schedule B, Rushcliffe Borough Council** will pay **TBCT** £82,000 per annum pro rata for the period 2018 – 2020 as follows:

**2018-2019 Total £68,290**

**2019-2020 Total £82,000**

**2020-2021 Total £61,500**

Payment will be made in two equal installments annually, in advance on the following dates:

- **30 April**
- **30 September**

Any and all sums paid or payable to the provider, under or pursuant to this agreement, shall be exclusive of Value Added Tax (where appropriate).



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

**TBCT** shall comply with any further written instructions with respect to processing by the **Council**.

Any such further instructions shall be incorporated into this Schedule E.

#### **1.1 Subject matter of the processing**

All data and information collected in the delivery of the YouNG Project, as detailed in Schedule A.

#### **1.2 Duration of the processing**

The processing period will commence on the 1<sup>st</sup> April 2018 and conclude at midnight of the 31<sup>st</sup> of December 2020.

#### **1.3 Nature and purposes of the processing**

The purpose of the data processing shall be to deliver the YouNG Project as detailed in Schedule A.

Processing of data shall include the recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

#### **1.4 Types of personal data**

The following personal data may be collected, name, address, date of birth, NI number, telephone number, pay, images, biometric data, medical details, banking details, gender, and ethnicity.

#### **1.5 Categories of data subject**

The category of data subjects are as follows, Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, students / pupils, members of the public, and users of the YouNG website <http://www.weareyoung.org.uk/> and any subsequent website developed.

#### **1.6 Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data.**

All personal data held by TBCT for the duration of this agreement shall be securely returned to the Council on termination of the agreement on 31<sup>st</sup> of December 2020, unless it can be securely destroyed if it has exceeded its internal retention period or statutory retention limit. Before destroying any personal data during or at the end of this agreement, TBCT must obtain approval from the Council in advance and maintain

a register of any and all records destroyed. This register will also be returned to the Council at the end of this agreement.

### DPA CLAUSE DEFINITION

**Party** : a Party to this Agreement

**Agreement** : this contract;

**Law** : means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

**Contractor Personnel** : means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement

**Data Protection Legislation** : (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (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;

**Data Protection Impact Assessment** : an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**Controller , Processor , Data Subject , Personal Data , Personal Data Breach , Data Protection Officer** take the meaning given in the GDPR.

**Data Loss Event** : any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**Data 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.

**DPA 2018** : Data Protection Act 2018

**GDPR** : the General Data Protection Regulation (*Regulation (EU) 2016/679*)

**LED** : Law Enforcement Directive (*Directive (EU) 2016/680*)

**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 the such measures adopted by it.

**Sub-processor** : any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement