

G-Cloud 15
iCore Limited
Terms & Conditions

AGREEMENT FOR THE SUPPLY OF CONSULTANCY SERVICES

THIS AGREEMENT is made this day of

BETWEEN:-

- (1) **iCore Limited** (registered company 03446796) of 14th Floor, 33 Cavendish Square, London, W1G 0PW ("**iCore**"); and
- (2) **Client details...** of client details (the "**Client**").

WHEREAS:-

- A. iCore is in the business of providing Service Management consultancy services.
- B. This Agreement creates a relationship whereby the Client can arrange for iCore to provide such consultancy services in its organisation.
- C. This Agreement operates as a binding contractual framework under which iCore and the Client may agree an Engagement by completing the attached pro forma engagement set out in Annex 1.

IT IS AGREED as follows:-

1. Interpretation

In this Agreement and each Engagement, the following expressions shall have the following meanings (unless the context requires otherwise):

"Agreement" means this agreement, together with all documents referenced therein;

"Client Personal Data" means any personal data provided by, or on behalf of, the Client to iCore and/or the Personnel for the purpose of providing the Services or any other services required by the Client during an Engagement;

"Data Protection Legislation" means the General Data Protection Regulation (EU 2016/679) ("**GDPR**") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, as well as any successor legislation to the GDPR and Data Protection Act 1998;

"Data Processing Schedule" means the data processing schedule contained in Annex 2 to this Agreement;

"Engagement" means a contract for specified services that is made in accordance with clause 2 (Engagements);

"Fees" means the fees specified in an Engagement;

"Permitted Expenses" means the expenses specified in an Engagement (if any), or as otherwise permitted by the Client, incurred by iCore or any Personnel in the provision of the Services, subject to the production of relevant receipts or other evidence of expenditure;

"Personnel" means any officers, agents, employees, or contractors provided by iCore for the provision of the Services;

"Services" means any services that iCore or its relevant Personnel may agree to provide to the Client pursuant to an Engagement;

2. Engagements

- 2.1 This Agreement operates as a binding contractual framework under which the parties may agree Engagements by completing the attached pro forma engagement in Annex

1. Each completed Engagement is a separate contract for Services. A completed Engagement incorporates all terms of this Agreement that directly or indirectly relate to that Engagement.

- 2.2 An Engagement is deemed completed and binding on the parties if it is signed by iCore and the Client. An Engagement shall commence on the date indicated on the Engagement.

3. **Commencement**

- 3.1 This Agreement commences on the date of signature of the first Engagement by iCore and the Client and shall continue until expiry or termination of the last Engagement (the “**Termination Date**”), as confirmed by the Client in writing, unless terminated earlier in accordance with clause 4.

4. **Termination**

- 4.1 Either party shall be entitled to terminate this Agreement at any time by giving the other not less than 30 days’ prior written notice.
- 4.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement immediately without liability to the other (save, in the case of immediate termination by the Client, for accrued fees under clause 7 below) by providing written notice to the other party upon occurrence of one or more of the following:
- a) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors;
 - b) the other party’s insolvency, or the filing by or against the other party of any proceeding seeking relief from creditors including with limit, for the appointment of an administrator;
 - c) the other party’s failure to perform any material obligation created by the Agreement or material breach of any other term or condition of this Agreement, and such default or breach (if such default or breach is remediable) is not corrected within twenty-eight (28) days after written notice of such default or breach has been delivered to the other party;
 - d) the other party suspends or ceases or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - e) the mutual agreement of both parties.
- 4.3 Without prejudice to any other rights or remedies which it may have, iCore shall be entitled to terminate this Agreement immediately without liability in the event of the Client failing to pay any sum due to iCore under this Agreement and/or an Engagement where the Client remains in default not less than 30 days after being notified in writing to make such payment. Where iCore elects to also terminate the Engagement pursuant to clause 4.4, iCore shall be entitled to a sum equivalent to the Fees that would have been payable by the Client during the notice period under clause 4.5 had the Client given notice to terminate the Engagement (in respect of the Engagement in operation as at the Termination Date).
- 4.4 Termination of this Agreement pursuant to this clause 4 shall not terminate any outstanding Engagements save that, if iCore terminates this Agreement under clause 4.2 or clause 4.3 above, it may also terminate any Engagement immediately without affecting any other right or remedy available to it.
- 4.5 Without affecting any other right or remedy available to it, either party may terminate any Engagement at any time by giving to the other not less than 30 days’ prior notice

in writing.

- 4.6 Either party may terminate any Engagement with immediate effect if the other party is in breach of the relevant Engagement which, in the case of a breach capable of remedy, shall not have been remedied within twenty-eight (28) days of the receipt by the party of a notice from the other party identifying the breach and requiring its remedy.
- 4.7 On termination of each Engagement for any reason the Client shall within 30 days of termination, pay to iCore all of iCore's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, iCore may submit an invoice in respect thereof, which shall be payable by the Client immediately on receipt.
- 4.8 On termination of this Agreement and each Engagement hereunder the following clauses shall continue in force: clause 1 (Interpretation), clause 10 (Intellectual property rights and confidentiality), clause 11 (Liability), clause 12 (Non-solicitation) and clause 14 (General).

5. Change Control

- 5.1 No changes to this Agreement shall be valid unless made in writing and signed by the authorised representatives of both parties.
- 5.2 Subject to clause 5.3, if either party wishes to request a change to an Engagement at any time, it shall provide the other with written details of the change and such further information as the other party shall reasonably require. The parties may agree to the change by executing a new Engagement to that effect. No changes to an Engagement shall be valid unless made in accordance with this Clause 5.2.
- 5.3 iCore reserves the right to alter any Fees following expiration of the Initial Period (as specified in the relevant Engagement) by giving 30 days' prior written notice to the Client. Unless otherwise agreed between the parties, any increase in the Charge Rate shall not exceed the percentage change in the Retail Price Index since the Charge Rate was last set subject to a maximum 2% increase and shall not occur more than once annually.

6. iCore's Obligations

- 6.1 The Services to be performed by the Personnel in each Engagement, together with details of the relevant Personnel, are specified in the relevant Engagement. iCore agrees that the Personnel may be required to provide such other duties as may be reasonably assigned to them by the Client from time to time.
- 6.2 iCore shall ensure that the Personnel:
 - a) shall, having regard to their qualifications, status and expertise, use all reasonable skill and care in the provision of the Services; and
 - b) shall use their utmost endeavours to promote the interests of the Client.
- 6.3 While the Client acknowledges that the Personnel's methods of work are their own, iCore shall procure that the Personnel will comply with the reasonable and lawful requests of the Client in the provision of the Services and shall work and co-operate with the reasonable requests and instructions of any employee, agent or consultant of the Client.
- 6.4 iCore shall not, and shall procure that the Personnel shall not, during the Engagement undertake any other activities or accept any other engagements which may interfere with or detract from the performance of iCore's obligations under this Agreement or which lead to or might lead to any conflicts of interest between iCore and/or the

Personnel and the interests of the Client.

- 6.5 iCore shall procure that the Personnel shall keep the Client Manager (as defined in clause 8.2) informed of the progress of projects under the Engagement in which the Personnel are involved and shall, at the Client's request, produce written reports in such form as the Client Manager may reasonably request from time to time.
- 6.6 Save as hereinafter provided (and except at such times as the Personnel may be incapacitated by illness or accident) iCore shall make the Personnel available at all times during the normal office hours which are 9.00 a.m. to 5.00 p.m. (with one hour for lunch) and at such other times (including weekends) as may be reasonably required for the proper performance of the Services.
- 6.7 The Personnel shall work from the Client's premises as set out in the relevant Engagement or from such other reasonable premises as may be used by the Client in the United Kingdom time to time.

7. Fees

- 7.1 The Client shall pay to iCore the Fees and any Permitted Expenses in accordance with this clause 7.
- 7.2 Fees will be payable on a monthly basis in arrears. It is agreed that the Client shall be responsible for the payments of any tax, levy or similar governmental charge (including value added or sales tax) which shall be paid by the Client at the rate and in the manner prescribed by law.
- 7.3 Subject to clause 4.7, in consideration of the provision of the Services during each Engagement, the Client shall pay invoices submitted by iCore within 30 days of the invoice date.
- 7.4 Without prejudice to any other right or remedy that it may have, if the Client fails to pay iCore any sum due under any Engagement on the due date detailed in clause 7.3 the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 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%.

8. The Client's Obligations

- 8.1 The Client shall co-operate with iCore in all matters relating to the Services and the terms of any Engagement and provide them with such information and assistance as iCore or the Personnel may reasonably require in order to enable or facilitate iCore and the Personnel (as applicable) to duly and punctually comply with their obligations under this Agreement or any Engagement.
- 8.2 The Client shall appoint a point of contact in relation to the Services to whom the Personnel should report ("**Client Manager**") and shall notify iCore of the name of the person who shall have the authority contractually to bind the Client on any matters relating to the Services (if not the Client Manager).
- 8.3 The Client shall be responsible for supervising and directing Personnel in respect of the nature of the work to be done for the Client under the Services and for ensuring that Personnel are made aware of all matters pertaining to the Health and Safety at Work Act 1974.
- 8.4 The Client shall provide suitable office space, equipment and facilities as is necessary to enable the Personnel to perform the Services.
- 8.5 The Client shall comply with any additional responsibilities on them as set out in the

relevant Engagement.

- 8.6 The Client shall provide iCore with a copy of any policies and procedures that it shall require any Personnel to acknowledge and/or enter into for the provision of the Services pursuant to any Engagement in accordance with iCore's procurement obligations hereunder.

9. Replacement Personnel

- 9.1 iCore shall not change the identity of the Personnel engaged in the provision of the Services unless agreed with the Client in advance (such agreement not to be unreasonably withheld or delayed).
- 9.2 To the extent that the Client, acting reasonably, has any issue or concern with any of the Personnel, the Client shall notify iCore as soon as possible, such notice to include reasons and such evidence as iCore reasonably requests. The parties shall then seek to agree a suitable resolution of the relevant issues. If no suitable resolution can be found the Client shall have the right to require the replacement by iCore of the relevant Personnel with a suitable alternative. The Client accepts and acknowledges that it has no standing to discipline any of the Personnel and nor will it attempt to do so.
- 9.3 Notwithstanding clause 9.2 above, the Client shall be entitled to request the replacement of any member of Personnel forthwith and without any payment in lieu of notice, compensation or damages if the relevant individual is:
- a) found guilty of any serious misconduct or material or persistent breach of any of the terms and conditions in this Agreement or any Engagement; or
 - b) wilfully neglects or refuses to carry out any of the duties assigned to him under the Services under a relevant Engagement; or
 - c) fails to comply with any reasonable or lawful instruction given to him by the Client or to carry out any of the duties assigned to the standard reasonably required by the Client.

If the Client wishes to exercise its rights pursuant to this clause 9.3, the Client shall provide iCore with written notification setting out the grounds for its decision to request a replacement.

- 9.4 In the event that the Client exercises its right to request a replacement of any Personnel in accordance with clause 9.2 or 9.3, iCore shall provide replacement Personnel of equal or higher skill as soon as is practicable and within 30 days of receipt of written notification from the Client to minimise disruption to the Client.

10. Intellectual Property Rights and Confidentiality

- 10.1 All rights in present and future intellectual property (including without limitation, in patents, copyright, trademarks, registered designs, design right and know-how) which iCore or any Personnel may become entitled by reason of providing the Services or any other services provided by iCore or Personnel for the benefit of the Client shall be assigned to the Client and iCore shall, and/or shall ensure that Personnel shall (as the case may be), at the request and expense of the Client execute such documents and do such things as may be required by the Client to give effect to this clause 10.1.
- 10.2 iCore shall not, and shall procure that the Personnel shall not, either during the term of this Agreement, any relevant Engagement or at any time thereafter, for whatever reason divulge or communicate to any person or persons (except to those of the officials of the Client whose province it is to know the same) nor use either during the term of this Agreement, any relevant Engagement or at any time thereafter, except in the proper performance of the Services under this Agreement or a relevant Engagement (as applicable) or otherwise with the prior written consent of the Client, any confidential information belonging to or relating to the businesses and affairs of the

Client which may have been disclosed to Personnel and/or to iCore or which may otherwise have come to their/its attention including during the term of this Agreement or a relevant Engagement, without limitation any confidential information relating to:-

- a) lists and details of customers and potential customers of or suppliers and potential suppliers to any of those businesses.
- b) goods or services sold or supplied or proposed to be sold or supplied by any of those businesses, pricing policies and terms of business;
- c) processes or methods used or to be used in any of those businesses;
- d) any business method or computer software used in any of those businesses;
- e) business development plans and future product ideas of any of those businesses; and
- f) management accounts of the Client.

These restrictions shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of default of iCore or Personnel.

- 10.3 iCore shall, and shall procure that the Personnel shall, observe the Client's information security procedures as may exist from time to time and will, if requested sign and abide by the Client's applicable non-disclosure agreements.

11. Liability

- 11.1 iCore shall be responsible for all tax liabilities arising in respect of any Engagement hereunder and shall itself account to the appropriate authorities for all tax and National Insurance or similar contributions payable in respect of the supply to the Client of any Personnel hereunder and iCore agrees to indemnify the Client against all claims that may be made by the relevant authorities against the Client in respect of tax or National Insurance or similar contributions relating to the supply to the Client of Personnel (save in respect of any liabilities arising out of the Client's direct employment or engagement of any Personnel supplied to it, whether before, during or after any Engagement).
- 11.2 Clause 11.4 sets out iCore's entire financial liability (including liability for the acts or omissions of Personnel) in respect of any breach of this Agreement or any Engagement entered into hereunder and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement or any relevant Engagement.
- 11.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement and each Engagement. Nothing in this Agreement or any Engagement limits or excludes iCore's liability for death or personal injury resulting from negligence or any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by iCore or the Personnel.
- 11.4 iCore's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance of this Agreement and any Engagements entered into hereunder shall be limited to an amount equal to the aggregate charges paid by the Client to iCore in the three (3) month period immediately preceding the date of the event giving rise to the relevant liability.
- 11.5 Subject to clause 11.3, iCore shall have no liability for: loss of profits; loss of business or contracts; depletion of goodwill and/or similar losses; loss of anticipated savings; or for special, indirect or consequential or pure economic loss, costs, or damages, charges or expenses.
- 11.6 Neither party shall be in breach of this Agreement or any Engagement nor liable for

delay in performing, or failure to perform, any of its obligations under this Agreement or a relevant Engagement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of time for performing such obligations.

12. Offer of Employment or Engagement

- 12.1 On and from the date of this Agreement and up to and including a period of twelve months after the end of each relevant Engagement, the Client will not employ or engage or offer, solicit or attempt to employ or engage any Personnel who provide or have provided Services during that Engagement without the prior agreement of iCore. iCore will likewise make no approach for employment or engagement or otherwise employ or engage any of the Client's staff who have been materially involved in the relevant Engagement during the same period.
- 12.2 The parties agree that if either party is in breach of clause 12.1 then the party in default shall be liable to pay to the other, within 30 days of the recruitment, liquidated damages in an amount equal to the charge of 30 days at the daily fee rate then charged for that person under the Engagement, plus VAT or, if the parties have agreed a fixed rate for the Engagement, a pro-rata equivalent of the fixed rate.

13. Data Protection

- 13.1 iCore and the Client acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and iCore may be the data processor in respect of an Engagement (subject to the Services provided). The parties shall both comply with all applicable requirements of the Data Protection Legislation.
- 13.2 Without prejudice to the generality of clause 13.1, the Client will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to iCore and/or the Personnel as required by the Data Protection Legislation.
- 13.3 The Data Processing Schedule sets out the scope, nature and purpose of the processing by iCore, the duration of the processing and the types of personal data and categories of data subject as envisaged by iCore and the Client which shall be completed for each Engagement where iCore shall be the data processor.
- 13.4 Unless otherwise required by applicable laws or other regulatory requirements, where acting as the data processor in respect of any Engagement iCore shall, and shall procure that its Personnel shall:
 - a) process the Client Personal Data only in accordance with the Client's lawful written instructions in order to provide the Services and in accordance with the Data Protection Legislation;
 - b) maintain commercially reasonable and appropriate security measures including administrative, physical and technical safeguards to protect against unauthorised or unlawful processing of any Client Personal Data and against accidental loss or destruction of, or damage to, such Client Personal Data;
 - c) at the choice of the Client, return or delete all the Client Personal Data upon the termination of each relevant Engagement and/or this Agreement (as applicable);
 - d) ensure that only those personnel who need to have access to the Client Personal Data are granted access to it and that all of the personnel authorised to process the Client Personal Data are bound by a duty of confidentiality;
 - e) only transfer the Client Personal Data to a country or territory outside the European Economic Area in accordance with the Data Protection Legislation;
 - f) notify the Client if iCore appoints a sub-processor and ensure any agreement entered into with the relevant sub-processor includes similar terms to those set out in this clause 13;
 - g) at the Client's cost, allow for and contribute to audits in respect of iCore's

processing of Client Personal Data, including inspections in respect of the same, conducted by the Client or another auditor mandated by the Client provided that the Client shall be permitted to conduct no more than one such audit or inspection in any calendar year and shall provide reasonable written notice of such audit or inspection which shall take place at a date and time agreed by the parties;

- h) notify the Client without undue delay in the event that iCore believes there has been a personal data breach in respect of the Client Personal Data; and
 - i) assist the Client, at the Client's cost, in responding to any request from a relevant data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notification, impact assessments and consultations with supervisory authorities or regulators.
- 13.5 In the event that iCore or its Personnel act as an independent data controller in respect of any Engagement in relation to the Client Personal Data, iCore, its Personnel and the Client shall each comply with all applicable requirements and obligations under the Data Protection Legislation in respect of the Client Personal Data and the Services provided pursuant to the relevant Engagement.

14. General

- 14.1 **Counterparts.** This Agreement may be executed in counterparts both of which taken together shall constitute one and the same instrument and any one or more of the parties may enter into this Framework Contract by executing a counterpart.
- 14.2 **Third Party Rights.** The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Agreement and any Engagement.
- 14.3 **Publicity.** iCore shall not advertise or publicly announce that it is undertaking or has undertaken work for the Client without the Client's prior written consent which shall not be unreasonably withheld or delayed. This provision shall remain in force notwithstanding termination of this Agreement.
- 14.4 **Waiver.** The delay or failure of either party to exercise any rights or remedy conferred on it by this Agreement or any Engagement (as applicable) shall not be deemed to be a waiver of any such rights or remedy (or any other) or operate so as to bar the exercise or enforcement thereof at any time or times.
- 14.5 **Assignment.** Neither party shall be entitled to assign the benefit of this Agreement or any Engagement without the prior written consent of the other party.
- 14.6 **Entire Agreement.** This Agreement and any Engagement entered into hereunder supersede any prior contracts, arrangements and undertakings between the parties in relation to its or their subject matter and constitute the entire contract between the parties relating to the subject matter (provided that at all times each Engagement incorporates, and does not supersede, the terms of this Agreement). The Client warrants that it has not entered into this Agreement, nor any Engagement, in reliance on any warranty or representation unless set out therein. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement and/or any Engagement.
- 14.7 **Law and Jurisdiction.** This Agreement and all Engagements shall be constructed and interpreted in accordance with the laws of England and the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement and any Engagements (as applicable) or its subject matter or

formation (including non-contractual disputes or claims).

**Signed for and on behalf of iCore
Limited:**

Signature:

Name:

Title:

Date:

Signed for and on behalf of the Client:

Signature:

Name:

Title:

Date:

ANNEX 1 – The Engagement

Engagement		
Title of Consultancy Assignment:	[insert]	
Personnel:	[insert name of individual(s)]	
Start date:	[insert]	
Initial Period:	[insert]	
End date:		
Client Manager Details: <i>[insert the details of the Client Manager(s) who will oversee the work, require progress updates, sign off timesheets, etc.]</i>	Name: Job Title: Contact Email: Contact Telephone Number:	
NATURE OF SERVICES		
<i>[insert:</i> <i>description of the service(s) to be provided by iCore including any deliverables (if any); and]</i> <i>insert details of the Working Days (and Working Hours, if different from the office hours specified in the Agreement)]</i>		
FEES		
[Charge Rates]	Name	Rate per day
<i>Determined by multiplying the applicable rates by the actual time undertaken.</i>	1. [insert name]	[insert (incl. OR excl. VAT)]
	2. [insert name]	[insert (incl. OR excl. VAT)]
	3. [insert name]	[insert (incl. OR excl. VAT)]
[Fixed Rate]	Amount	Payable on
<i>Total agreed sum for the Engagement based on scope above</i>	1. [insert (incl. OR excl. VAT)]	[insert date]
	2. [insert (incl. OR excl. VAT)]	[insert date]
Permitted Expenses	<i>[insert (if any), for example travel, lunches, accommodation etc)]</i>	
LOCATION		
Premises at which the Services will ordinarily be undertaken	[insert]	
Premises at which the Services may be provided from time to time in accordance with the Client's instructions	[insert]	
DATA PROTECTION		
The details of the Client Personal Data to be processed by iCore and/or the Personnel (as applicable) for the purpose of fulfilling the Services are set out in the Data Processing Schedule to this Engagement. <i>[Complete and Append Data Processing Schedule – see Annex 2 of the Agreement]</i>		

SPECIAL CONDITIONS

[insert (if any):

- *details of variations to the underlying Framework Agreement. For example:*
 - *insert details of the Working Hours, if different from the office hours specified in the Agreement); and*
 - *insert any changes to the payment provisions, for example: "Client to pay invoices within [30/60/70/X] days of the invoice date or [X] days of receipt of the invoice, whichever the later."*

This Engagement is subject to the terms and conditions set out in the Agreement signed by [] and iCore dated []. This Engagement is made on the date the parties sign below.

Signed for and on behalf of iCore Limited:

Signed for and on behalf of the Client:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

ANNEX 2

Data Processing Schedule

Subject Matter, Nature and Purpose of processing	iCore is processing Client Personal Data for the purpose of delivering to the Client the Services described in the Engagement. The specific processing activities to be carried out by iCore in respect of Client Personal Data include: - Collection of data - Recording of data - Organisation of data - Structuring of data - Storage of data - Adaptation of data - Alteration of data - Retrieval of data - Consultation with regard to data - Use of data - Disclosure of data - Dissemination of data or otherwise making data available to third parties - Combining data - Erasure of data - Destruction of data - Other The subject matter of such processing is as indicated below: - Business development and marketing - Technology services (such as infrastructure, hosting, software) - Other (please specify)
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Duration	The duration of the processing described herein corresponds to the duration of the Engagement.
Personal Data	The subject matter of the processing of Client Personal Data under the Engagement comprises the following data types/categories: - Background checks - Browsing information - Contact information - Education and skills - Employment information - Financial information - Government identifiers - Social media information - Travel and expense - User account information - Workplace welfare - Other (please specify)
Data Subjects	The Client Personal Data indicated in the row above relates to the following data subjects: - Consumers - Contractors - Client's personnel - Client's customers - Employees - Prospective Employees - Other (please specify)

Processor Data Protection Officer			
Permitted Sub-Processors and Transfers			
Name (Set out here the name and registered address of the Sub- Processor)	Services (Set out here the permitted services that they will undertake in relation to Client Personal Data)	Location/Transfers (Set out here the location in which the entity will process the Client Personal Data, indicating where and from whom this has been transferred where relevant)	Mechanism (Set out here the agreed mechanism for ensuring any transfer is compliant with Data Protection Legislation pursuant to this Contract)
			<i>Transfer is to a country, a territory or one or more specified sectors in that country, or to an international organisation that the EU Commission has deemed adequate</i> <i>Binding corporate rules (Art 47 GDPR) apply</i> <i>Standard data protection clauses (Art 46(2)(c) or (d) GDPR) apply</i> <i>Transfer is to a country, a territory or one or more specified sectors in that country, or to an international organisation that the EU Commission has deemed adequate</i> <i>Binding corporate rules (Art 47 GDPR) apply</i> <i>Standard data protection clauses (Art 46(2)(c) or (d) GDPR) apply</i>



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