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SERVICE DEFINITIONS

Empower – Topics covered to be agreed as part of the Order Form ☐

Scope:

Knowledge Portal – Topics covered to be agreed as part of the Order Form ☐

Scope:

Advice Line – Topics covered to be agreed as part of the Order Form ☐

Scope:

Management Information ☐

Scope:

SERVICE DESCRIPTIONS

EMPOWER

Supplier shall provide a hosted web portal specifically for the Buyer. In providing access to *empower* for the Authorised Users, Supplier shall ensure that:

- the content of *empower* is to cover the Topics;
- *empower* is configured as part of the Implementation Services in line with the Buyer's HR policies, guidance and processes;
- *empower* sequences:
 - agreed Topics digitally as a guided process for line managers to follow online, integrating appropriate guidance, document template creation and escalation points as appropriate;
 - the balance of the Topics with case management configurations for HR team members to use; and
- the service is branded using the Buyer's logo and colour palette.

KNOWLEDGE PORTAL

Supplier shall provide a hosted web portal specifically for the Buyer. In providing access to Knowledge Portal for the Authorised Users, Supplier shall ensure that:

- the content of the Knowledge Portal is to covers the Topics;
- the Knowledge Portal is accessible via the Buyer's intranet site through connections provided by the Buyer;
- the content is directly relevant to the Buyer's HR policies, guidance and processes; and

- the service is branded using the Buyer's logo and colour palette.

The content on the Knowledge Portal will include:

- a broad synopsis of the way in which Line Managers should approach the specific topic;
- where appropriate, an interactive process flow diagram that shows who does what at each stage of the related topic process. The process flow diagrams will be easily printable to enable line managers to use them as a process aide-memoire;
- related documents - proforma forms, Buyer policy, process maps, standard operating procedures, agreements, legislative references;
- responsibility of the Line Manager in the context of the particular topic; and
- the option to embed video tutorials.

ADVICE LINE

Supplier shall provide the Buyer with a telephone advice line ("**Advice Line**") that:

- is available for proactive and reactive support between 08:00 and 18:00 (GMT), Monday to Friday in the UK excluding out-of-hours, weekends, UK public or bank holidays (such hours can be included at an additional cost);
- is answered in the name of the Buyer;
- is presented with a dedicated, non-geographic number;
- is staffed by a team of Supplier case advisers whose principal focus is supporting the Buyer;
- is managed and operated by Supplier staff who provide advice and guidance to Authorised Users on the scope of the Topics within the parameters outlined by the Operational Handbook;
- redirects Authorised Users appropriately in respect of enquiries falling outside of the scope of the Topics; and
- logs all relevant and sufficiently detailed case notes and data in relation to each call.

In providing advice and guidance to Authorised Users via the Advice Line, Supplier staff will:

- be CIPD-qualified, or have equivalent relevant industry experience, have sound knowledge of employment legislation and best practice, be pragmatic in approach to providing HR solutions and build manager capability through coaching;
- have regard to the Buyer's relevant policies, procedures and processes;
- have regard to the nature of the problem and the information provided by the Authorised User. Supplier will not be liable to the Buyer or any Authorised User for losses or damages suffered by failure to follow the advice provided as soon as reasonably practicable and/or if the Authorised User fails to provide all material facts known at the time relevant to the issue that is the subject of the advice; and
- will seek to coach Authorised Users in the handling and management of employee relations issues.

MANAGEMENT INFORMATION

The Management Information shall comprise the following dashboards ("**Dashboards**"):

Dashboard	From	Refresh Frequency
Operational Dashboard Provides a series of metrics with which to monitor case load and case management effectiveness	Launch Date	Daily
User Profile Dashboard Returns a variety of measures profiled against user type, including Advice Line and <i>empower</i> usage metrics.	Launch Date	Daily

ER Case Dashboard Returns a variety of measures both reflecting current position and over a rolling 12 months, including live, open and closed cases, dismissals, warnings, suspensions and investigations.	Launch Date	Weekly
Internal Benchmarking Dashboard Enables the Buyer to compare proportions, ratios and durations of various measures (including cases, dismissals, warnings, suspensions and investigations) by business area.	Launch Date + 2 months	Monthly
Case Durations Dashboard Breaks down the durations of key topics into their composite stages and compares both month-on-month and by business structure.	Launch Date + 2 months	Monthly
Process Task Dashboard Measures the turnaround time for process stages against target timescales.	Launch Date + 2 months	Weekly

Each Dashboard shall return data across the Buyer's organisation. Where required by the Buyer, an Authorised User may be granted access to a Dashboard that contains data relating to their business area only.

IMPLEMENTATION SERVICES

The Implementation Services will cover the following work-streams:

- **Programme Management**
Project management, driving deliverables from work-stream contributors / leads, documentation of project, running implementation meetings.
- **Policies, Procedures and Processes**
Analysis of current policy application, development of framework topic, content authoring across in-scope topic set, configuration of technology platform.
- **Engagement and Communications**
Support in creation of communications plan and delivery against, creation of stakeholder plan and delivery against, setup and configuration of ecomms platform.
- **Technology**
Information security, infrastructure build, employee data feed, telephony, email integration, IT support model, management information.
- **Operational Readiness: Process**
Development and documentation of operational handbook, live case migration, user acceptance testing.
- **Operational Readiness: People**
Recruitment of advisory team, Supplier-generic induction, Buyer-specific induction.
- **Programme Conclusion**
Go / no go decision, mobilisation to go-live, post-implementation review and wrap-up, transition into business as usual.

Implementation is subject to the following assumptions:

- The deliverables will be in strict adherence to the Topics and the scope as outlined in the Services Definition above.
- The implementation will be delivered in accordance with the Supplier's implementation methodology.
- The implementation will be delivered in a single phase.

The Implementation Period will commence on the Start Date and be for a duration to be agreed between the parties and recorded in the Order Form. The Implementation Period is subject to change dependent upon the Buyer's readiness which may be influenced by such factors as:

- The Buyer's state of readiness to start to deliver the project.

- The availability of Buyer work-stream contributors to deliver against the agreed project plan and milestones.
- The Buyer complying with the Buyer Obligations including:
 - having resource available to deliver against the Implementation Plan;
 - having a clear understanding and articulation of the programme approach; and
 - providing meeting scripts in accordance with the Implementation Plan.
- A desire or necessity to phase launch of service components that is agreed during the Implementation Period.

The Supplier will put in place an implementation team for the duration of the Implementation Period, typically including:

- Project Manager: An experienced project manager, responsible for the delivery of the project.
- Work-Stream Leads: A variety of contributors, specialists in their disciplines, aligned with appropriate work-stream deliverables.

An Implementation Plan will be developed and included as part of the Order Form.

SUPPLIER SLA

SUPPORT

1. Supplier shall provide the following support from its offices during the Core Hours in accordance with the Service Levels:
 - Service desk support and incident management via the Supplier's third-party ticketing platform, Halo, which enables Buyers to log support requests, receive updates, and monitor ticket status and progress 24/7;
 - Technical support for the Software.

"Core Hours" means between the hours of **08:00 and 18:00 (GMT)** on Working Days (being Monday to Friday, excluding weekends and UK public holidays), during which service desk operators will be available to receive, log, manage, and progress support requests.
2. The Buyer may request support by including a description of the problem and the start time of the incident (**"Support Request"**). The Buyer shall provide Supplier with:
 - prompt notice of any Faults; and
 - such output and other data, documents, information, assistance and (subject to compliance with all Buyer's security and encryption requirements notified to Supplier in writing) remote access to the Buyer's IT systems, as are reasonably necessary to assist Supplier to reproduce operating conditions similar to those present when the Buyer detected the relevant Fault and to respond to the relevant Support Request.

"Fault" any failure of the Software to operate in all material respects.

3. Supplier shall:
 - prioritise all Support Requests based on its reasonable assessment of the Priority Level of the problem reported; and
 - respond to all Support Requests in accordance with the response times specified below.

“Priority Levels” means:

Priority Level	Description
P1	P1 tickets are the highest priority and indicate critical issues that severely impact the Buyer’s ability to use the software. These issues usually involve full system outages or critical security vulnerabilities.
P2	P2 tickets represent issues that significantly disrupt the Buyer’s workflow or affect essential features of the Software. Examples include major software bugs, performance degradation, or important features not functioning as expected.
P3	P3 tickets are moderate priority and usually involve non-critical issues or minor disruptions. These issues may impact the Buyer’s experience but are not considered urgent or critical. Examples include minor bugs, feature requests, or questions about functionality.
P4	P4 tickets are the lowest priority and represent minor issues, inquiries, or enhancement requests. These issues have minimal impact on the Customer’s ability to use the Software. Examples include cosmetic issues, general inquiries, or suggestions for improvements.

Support SLAs are set out as follows:

1	Priority Level 1 Support Requests	Response within 30 minutes provided the request is raised during Core Hours
		Resolve within 4 hours provided the request is raised during Core Hours
2	Priority Level 2 Support Requests	Response within 1 hours provided the request is raised during Core Hours
		Resolve within 12 hours provided the request is raised during Core Hours
3	Priority Level 3 Support Requests	Response within 8 hours provided the request is raised during Core Hours
4	Priority Level 4 Support Requests	Response within 24 hours provided the request is raised during Core Hours

SERVICE LEVELS

1. The following additional definitions apply:

“Available Hours” means twenty four (24) hours per day, seven (7) days per week.

“Permitted Exceptions to Availability” means:

- where Supplier provides 24 hours' notice, by email, to the key account stakeholder (as notified by the Buyer from time to time), of downtime lasting no more than 30 minutes' duration outside of Core Hours;
 - where Supplier undertakes remediation necessitating emergency downtime arising due to a requirement for urgent maintenance to address security or other significant issues immediately;
 - where downtime arises because of fault with the Buyer link or interface to the Software or other Buyer-related component not within the direct and immediate control of Supplier; or
 - where downtime is occasioned as a result of Force Majeure.
2. Unless otherwise stated to the contrary herein all Service Levels will be measured on a monthly basis from the Launch Date for the period Supplier is required to perform the Services pursuant to this Call-Off Contract.
3. Supplier will be responsible for measuring performance required to apply the Service Levels, including the provision, installation and support of any necessary automated measurement tools for those process and activities which are required to be measured.

No.	Service Level	Measure	Service Points
Technology and Analytics			
1	Availability of empower	99.75% within Available Hours, not including Permitted Exceptions to Availability	2 points
2	Online content (request)	Where Buyer has licensed Software from Supplier which permits reconfiguration, Supplier will provide a written (by email) response to the Buyer's request within 5 working days of the request advising whether or not the change can be made	2 points
3	Online content (action)	Where Buyer has licensed Software from Supplier which permits reconfiguration, Supplier will action a request it has agreed with the Buyer within 5 working days of the written acceptance (by email) of the proposed reconfiguration	2 points
4	Severity Level 1 Support Requests	Failure to respond or fix in within the relevant timeframe	2 points
5	Severity Level 2 Support Requests	Failure to respond or fix in within the relevant timeframe	2 points
6	Severity Level 3 Support Requests	Failure to respond or fix in within the relevant timeframe	0 points
7	Severity Level 4 Support Requests	Failure to respond or fix in within the relevant timeframe	0 points
Advice Line			
8	Calls answered	95% of calls to be answered within 60 seconds	0.5 points
9	Availability of the Advice Line	99.75% within Core Hours, not including Permitted Exceptions to Availability	2 points
10	Advice given	100% compliant in all material respects with Buyer's HR policies and procedures (unless otherwise agreed in writing with an appropriate Buyer business head)	2 points

11	Response to emails	98% of outbound responses to Authorised Users online submissions to be provided by the same time on the following working day	0.5 points
12	Case notes shared	For cases requiring substantive advice and guidance, 98% follow-up email summarising either: (i) advice given; or (ii) where further research is required, confirming the need to carry out further research will be sent by the end of the following working day of the Authorised Users contacting the Advice Line	0.5 points
13	Outbound calls: advisers are busy	98% of return calls to be made to an Authorised User by the same time on the following working day	0.5 points
14	Outbound calls: response to voicemails and emails left out of operating hours	98% of outbound response made on the next working day	2.5 points

4. The Buyer accepts that computer and telecommunications systems are not fault free and may experience or require occasional periods of downtime (during which some or all of the Software will not be available) whether for repair, upgrading, maintenance or otherwise. Supplier will use reasonable endeavours to minimise such periods of non-availability. The Buyer acknowledges that no undertakings or warranties are given by Supplier that the Buyer may make continuous or uninterrupted use of the Software.
5. The Service Levels shall not apply:
 - in respect of Faults or errors resulting from:
 - any modifications or enhancements to the Software not made by Supplier or made without Supplier's prior written consent;
 - incorrect use of the Software;
 - any third party provided connectivity necessary for the provision or use of the Software;
 - compliance with third party software or products, non-Supplier programmes or data used in combination with the Software,
 - any third party services or Third Party Software that interact with the Software,
 - the use or operation of the Software by the Buyer with an application or in an environment other than that as agreed with Supplier;
 - if any attempt is made, other than by Supplier, to remove Faults or deal with any errors in the Software;
 - where, in the reasonable opinion of Supplier, the Buyer's IT system has ceased to be capable of running the Software successfully for any reason;
 - in respect of any Force Majeure; or
 - if the Buyer does not comply with the Buyer Obligations.

SERVICE CREDITS

1. The table above indicates the number of service points ("**Service Points**") accrued in respect of each failure to meet the relevant Service Level (and Supplier acknowledges that such weightings reflect the relative importance of that element of the service). A Service Point shall accrue once only in relation to a failure to meet the relevant Service Level and shall not be duplicated for different aspects of the Software or Services.

2. Service Credits will become payable by Supplier to the Buyer in the event Supplier accumulates more than 20 Service Points in total in any six consecutive rolling calendar months (or in less than six consecutive rolling calendar months). The value of the Service Credit will be 5% of the then monthly Charges (calculated pro rata) and such credit shall be applied to the Charges in the invoice to be sent from Supplier to the Buyer for the first month after the 20 Service Points accumulated or shall otherwise be treated as elected by the Buyer in accordance with paragraph 5 below.
3. Once the Service Credit has been triggered in accordance with paragraph 2 and the Service Credit has been paid or otherwise dealt with in accordance with paragraph 5 below, the accumulated Service Points will revert back to zero.
4. Where a Service Credit becomes payable in accordance with paragraph 2 above, the Buyer may, in its sole discretion elect to:
 - (a) request payment of the Service Credit as a sum to be payable by Supplier by raising an invoice and sending it to Supplier for payment by Supplier within (30) days from the date on the invoice; or
 - (b) request that it be credited against any Charges payable by the Buyer to Supplier as provided in paragraph 2 above; or
 - (c) defer acceptance of the Service Credit for six (6) months and in the event that there is no further failure of the same Service Level(s) in this six (6) month period the Service Credit shall cease to be payable by Supplier; or
 - (d) accept any offer by Supplier of alternative value added proposals (“**Value Proposal**”) to offset Service Credits incurred by Supplier. A Value Proposal may for example include Supplier’s offer to provide Additional Services and use the value of the Service Credits to contribute towards to cost of the Additional Services.
5. The Service Credits state the Buyer’s full and exclusive right and remedy, and Supplier’s only obligation and liability in respect of, the performance and/or availability of the Software, or its non-performance and non-availability.
6. The Buyer acknowledges and agrees that the Service Credits constitute a genuine pre-estimate of the loss or damage that the Buyer would suffer as a result of Supplier’s failure to meet a Service Level and are not intended to operate as a penalty for Supplier’s non-performance.

CUSTOMER EXPERIENCE – SERVICE PLAN

Buyer will choose level of Customer Experience Plan as part of contract. Available service plans are listed within the link here: <https://app.qwilr.com/#/page/69032767d51d4eb6708b4a97>

DELIVERABLES

Buyer deliverables are:

- Case notes.
- Management information.
- Data returned or deleted following the end of the Term, in accordance with the written instructions of the Buyer.

MINIMUM TECHNICAL REQUIREMENTS

Device	Browser	Version
PC	Microsoft Edge	Most Recent-2
	Internet Explorer	Most Recent-2

Tablet	Firefox	Most Recent-2
	Chrome	Most Recent-2
	Safari	Most Recent-2
	Chrome	Most Recent-2

- JavaScript, cookies and pop-ups must be enabled for the sites.
- Screen resolution minimum requirement: 1024 x 768.
- Recommended resolution: 1280 x 1024px.

Access shall be via a single sign-on protocol between the Buyer's technology platform and *empower*, put in place as part of the Implementation Services and maintained during the delivery of the Services.

REGISTER OF KEY SUBCONTRACTORS

Halborns Limited – an affiliate company

Working Transitions Limited – an affiliate company

Learning Nexus Limited – and affiliate company

REGISTER OF KEY SUB-PROCESSORS

Please refer to the Supplier Data Processing Agreement below

SUPPLIER STANDARD TERMS

SUPPLIER ACCEPTABLE USE POLICY

“Authorised Users” means an individual in the employment of the Buyer who (i) has line manager responsibilities; (ii) is a member of the HR function; or (iii) is otherwise agreed between the parties to have access to the Services.

“Data Feed” means the feed of Buyer data (including business structure data) provided electronically by the Buyer to Supplier containing such data, and provided at such frequencies, as is agreed during the Implementation Period.

“Implementation Period”, **“Implementation Plan”** and **“Implementation Services”** shall have the meanings set out in the Service Description.

“Launch Date” means the date the Software is first used in a live environment.

“Minimum Technical Requirements” means those requirements set out in the Service Description.

“Software” means Supplier’s proprietary *empower* software described in Services Definition in machine-readable object code form only, including any error corrections, updates, upgrades, modifications and enhancements to it licensed to the Buyer under this Call-Off Contract.

“Third Party Software” means all software products owned by a third party, but legally licensed for distribution by AdviserPlus as part of this Call-Off Contract or incorporated in the Software.

1 Supplier Acceptable Use Policy

1.1 The Buyer shall not store, distribute or transmit any virus, or any material through the Software that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.

1.2 The rights provided under this clause 1 are granted to the Buyer only, and shall not be considered granted to any subsidiary or holding company of the Buyer.

1.3 The Buyer shall not (and shall procure that its employees and Authorised Users shall not):

- 1.3.1 attempt to copy, duplicate, modify, create derivative works from or distribute, lease or loan all or any portion of the Software except to the extent expressly set out in this Call-Off Contract or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; nor
- 1.3.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; nor
- 1.3.3 access all or any part of the Software in order to build a product or service which competes with the Software; nor
- 1.3.4 use the Software to provide services to third parties; nor
- 1.3.5 attempt to obtain, or assist third parties in obtaining, access to the Software.

1.4 The Buyer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and notify Supplier promptly of any such unauthorised access or use.

1.5 The Software will be available for the Authorised Users only and in no event will Supplier be liable for any claim arising out of any improper or unauthorised use of the Software by any person not being an Authorised User.

1.6 The Buyer shall use and shall ensure the Authorised Users use, the Software in accordance with the terms of this Call-Off Contract and any instructions provided by Supplier from time to time, including instructions on any website (as these instructions may be updated from time to time).

1.7 All Authorised User IDs and passwords are personal to each Authorised User. The Buyer shall ensure that no person other than the Authorised User shall access the Software using an Authorised User ID or password. When an Authorised User leaves the employment of the Buyer, or otherwise ceases to be authorised to use the Software, the Buyer will inform Supplier immediately.

1.8 The Buyer acknowledges that Supplier may withdraw the Software at any time in respect of any Authorised User if Supplier has reasonable cause to believe the Buyer or any Authorised User is in breach of clause 1.

SUPPLIER LICENCE TERMS

2 Supplier Licence Terms

2.1 Subject to the Buyer’s payment of the Charges, Supplier hereby grants to the Buyer from the Launch Date for the Term in the United Kingdom a non-exclusive, non-transferable licence to allow the Authorised Users to access the Software and to use the Software (and, where applicable, the Third Party Software) solely for the Buyer’s internal business purposes.

2.2 Where the Software incorporates Third Party Software or other computer code which is commonly embedded, used or otherwise incorporated into applications and which is publicly available under standard licence terms or public licences then the Buyer shall not unreasonably withhold or delay its consent to such standard licence terms.

2.3 The Buyer acknowledges and agrees that Supplier and/or its licensors own all Intellectual Property Rights in the Software. Except as expressly stated herein, this Call-Off Contract does not grant the Buyer any Intellectual Property Rights or any other rights or licences in respect of the Software or any related documentation.

2.4 The Buyer shall support the delivery of the Services and access to the Software by:

- 2.4.1 providing the necessary resources and cooperation to support the Implementation Services and any obligations set out in the Implementation Plan in accordance with the timescales set out in the Implementation Plan;
- 2.4.2 providing to Supplier and signing off a single version of all relevant HR policies and procedures and relevant supporting materials and informing Supplier of forthcoming changes at the earliest practicable opportunity and in any case not less than two weeks after the Start Date and for subsequent changes not less than two weeks prior to the change taking effect;
- 2.4.3 providing not less than two weeks' notice of any branding changes required to be configured in the Software;
- 2.4.4 providing to Supplier the Data Feed initially by the date agreed in the Implementation Plan and subsequently at the agreed frequency and time and ensuring the accuracy of such Data Feed;
- 2.4.5 providing all necessary access to such information and personnel as may be required by the Supplier;
- 2.4.6 ensuring there is good access provision (including but not limited to network equipment) between each Authorised User and the hosting site;
- 2.4.7 ensuring the Minimum Technical Requirements are met at all times; and
- 2.4.8 complying with all applicable laws and regulations with respect to its activities under this Call-Off Contract.

2.5 In the event of any delays in the Buyer's provision of such assistance as agreed by the parties, Supplier may adjust any timetable or delivery schedule set out in this Call-Off Contract as reasonably necessary.

2.6 No warranty is made regarding the results the Buyer can achieve from using the Software nor that the Software will operate uninterrupted or error free.

2.7 The Buyer assumes sole responsibility for results obtained from the use of the Software by the Buyer, and for conclusions drawn from such use. Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Supplier by the Buyer in connection with the Software, or any actions taken by Supplier at the Buyer's direction.

SUPPLIER DATA PROCESSING AGREEMENT

DATA PROCESSING AGREEMENT

between

[BUYER]

and

ADVISERPLUS BUSINESS SOLUTIONS LIMITED

G-CLOUD 15 SERVICES – ADVISERPLUS BUSINESS SOLUTIONS LIMITED
EMPOWER / KNOWLEDGE PORTAL / ADVICE LINE / MANAGEMENT INFORMATION
TO BE READ IN CONJUNCTION WITH THE SERVICE DEFINITION DOCUMENT

This agreement is dated [DATE]

PARTIES

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Buyer**)
- (2) **AdviserPlus Business Solutions Limited** incorporated and registered in [COUNTRY] with company number 04222727 whose registered office is at Pioneer House Pioneer Business Park, North Road, Ellesmere Port, United Kingdom, CH65 1AD (**Supplier**)

BACKGROUND

- (A) The Buyer and the Supplier entered into [SERVICE PROVIDER AGREEMENT] (**Master Agreement**) on [INSERT DATE] that may require the Supplier to process Personal Data on behalf of the Buyer.
- (B) This Personal Data Processing Agreement (**Agreement**) sets out the additional terms, requirements and conditions on which the Supplier will process Personal Data when providing services under the Master Agreement.

AGREED TERMS

1. Definitions and interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Business Purposes: the services to be provided by the Supplier to the Buyer as described in the Master Agreement and any other purpose specifically identified in ANNEX A.

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing: have the meanings given in the Data Protection Legislation.

Data Protection Legislation:

- a. To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.
- b. To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Buyer or Provider is subject, which relates to the protection of Personal Data.

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

EEA: the European Economic Area.

Records: has the meaning in Clause 12.

Standard Contractual Clauses (SCCs): the ICO's International Data Transfer Agreement for the transfer of personal data from the UK and/or the ICO's International Data Transfer Addendum to EU Commission Standard Contractual Clauses and/or the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 as set out in the Annex to Commission Implementing Decision (EU) 2021/914 and/or the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU as adapted for the UK, or such alternative clauses as may be approved by the European Commission or by the UK from time to time.

Term: this Agreement's term as defined in Clause 10.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 1.2 This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement. Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this Agreement.
- 1.3 The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.
- 1.4 A reference to writing or written excludes fax but includes email.
- 1.5 In the case of conflict or ambiguity between:
 - (a) any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;
 - (b) the terms of any accompanying invoice or other documents annexed to this Agreement and any provision contained in the Annexes, the provision contained in the Annexes will prevail;

- (c) any of the provisions of this Agreement and the provisions of the Master Agreement, the provisions of this Agreement will prevail; and
- (d) any of the provisions of this Agreement (or any other provision contained in the Annexes or any of the documents referred to in (b) and (c) above) and any executed SCC, the provisions of the executed SCC will prevail.

2. Personal data types and processing purposes

- 2.1 The Buyer and the Supplier agree and acknowledge that for the purpose of the Data Protection Legislation:
- (a) the Buyer is the controller and the Supplier is the processor.
 - (b) the Buyer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Supplier.
 - (c) ANNEX A describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Supplier may process the Personal Data to fulfil the Business Purposes.

3. Provider's obligations

- 3.1 The Supplier will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Buyer's written instructions. The Supplier will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Supplier must promptly notify the Buyer if, in its opinion, the Buyer's instructions do not comply with the Data Protection Legislation.
- 3.2 The Supplier must comply promptly with any Buyer written instructions requiring the Supplier to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 3.3 The Supplier will reasonably assist the Buyer, at no additional cost to the Buyer, with meeting the Buyer's compliance obligations under the Data Protection Legislation, taking into account the nature of the Supplier's processing and the information available to the Supplier, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner or other relevant regulator under the Data Protection Legislation.

- 3.4 The Supplier must promptly notify the Buyer of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting the Supplier's performance of the Master Agreement or this Agreement.

4. Provider's employees

- 4.1 The Supplier will ensure that all of its employees:

- (a) are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
- (b) have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and
- (c) are aware both of the Supplier's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

5. Security

- 5.1 Taking into account the nature of the processing and the information available to the Supplier, the Supplier must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.

- 5.2 The Supplier must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

6. Personal Data Breach

- 6.1 The Supplier will within 48 hours and in any event without undue delay notify the Buyer if it becomes aware of:

- (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. The Supplier will restore such Personal Data at its own expense as soon as possible.
- (b) any accidental, unauthorised or unlawful processing of the Personal Data; or

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- (c) any Personal Data Breach.
- 6.2 Where the Supplier becomes aware of (a), (b) and/or (c) above, it shall, without undue delay, also provide the Buyer with the following information:
 - (a) description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
 - (b) the likely consequences; and
 - (c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.
- 6.3 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, the Supplier will reasonably co-operate with the Buyer at no additional cost to the Buyer, in the Buyer's handling of the matter, including but not limited to:
 - (a) assisting with any investigation;
 - (b) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Buyer; and
 - (c) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 6.4 The Supplier will not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Buyer's written consent, except when required to do so by domestic law.
- 6.5 The Supplier agrees that the Buyer has the sole right to determine:
 - (a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Buyer's discretion, including the contents and delivery method of the notice; and
 - (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 6.6 The Supplier will cover all reasonable expenses associated with the performance of the obligations under clause 6.1 to clause 6.3 unless the matter arose from the Buyer's

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specific written instructions, negligence, wilful default or breach of this Agreement, in which case the Buyer will cover all reasonable expenses.

7. Transfers of personal data

7.1 The Supplier (and any sub-processor) shall not transfer or otherwise process the Personal Data outside either the UK or **EEA** unless the following conditions are met:

- (a) the Supplier is processing the Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals.; or
- (b) the Supplier participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Supplier (and, where appropriate, the Buyer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the UK GDPR or EU GDPR.; or
- (c) the transfer otherwise complies with the Data Protection Legislation.

7.2 If any Personal Data transfer between the Buyer and the Supplier requires execution of SCCs in order to comply with the Data Protection Legislation (where the Buyer is the entity exporting Personal Data to the Supplier outside the EEA), the parties will complete all relevant details in, and execute, the SCCs and take all other actions required to legitimise the transfer.

8. Sub-processors

8.1 The Buyer gives the Supplier a general authority to appoint third parties (**sub-processors**) to process the Personal Data.

8.2 The Supplier may only authorise a sub-processor to process the Personal Data if:

- (a) the Buyer is provided with an opportunity to raise reasonable objections in writing to the appointment of each sub-processor within 10 working days after the Supplier supplies the Buyer with full details in writing regarding such sub-processor. In the event that the Buyer objects to such appointment the parties shall work in good faith to address such objection provided always that, if there are not able to do so each party shall have the right to terminate this Agreement on giving the other one months' written notice;
- (b) the Supplier enters into a written contract with the sub-processor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Buyer's written request, provides the Buyer with copies of the relevant excerpts from such contracts; and

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- (c) the Supplier maintains control over all of the Personal Data it entrusts to the sub-processor.
- 8.3 Those sub-processors used by the Supplier at the commencement of this Agreement are as set out in ANNEX A.
- 8.4 Where the sub-processor fails to fulfil its obligations under the written agreement with the Supplier the Supplier remains fully liable to the Buyer for the sub-processor's performance of its obligations.
- 9. Complaints, data subject requests and third-party rights**
- 9.1 The Supplier must, at no additional cost to the Buyer, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Buyer as the Buyer may reasonably require, to enable the Buyer to comply with:
 - (a) the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - (b) information or assessment notices served on the Buyer by the Commissioner or other relevant regulator under the Data Protection Legislation.
- 9.2 The Supplier must notify the Buyer as soon as reasonably practicable in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 9.3 The Supplier must notify the Buyer within 3 days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 9.4 The Supplier will give the Buyer, at no additional cost to the Buyer, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 9.5 The Supplier must not disclose the Personal Data to any Data Subject or to a third party other than in accordance with the Buyer's written instructions, or as required by domestic law.
- 10. Term and termination**
- 10.1 This Agreement will remain in full force and effect so long as:

- (a) the Master Agreement remains in effect; or
 - (b) the Supplier retains any of the Personal Data related to the Master Agreement in its possession or control (**Term**).
- 10.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Master Agreement in order to protect the Personal Data will remain in full force and effect.

11. Data return and destruction

- 11.1 At the Buyer's request, the Supplier will give the Buyer, or a third party nominated in writing by the Buyer, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Buyer.
- 11.2 On termination of the Master Agreement for any reason or expiry of its term, the Supplier will securely delete or destroy or, if directed in writing by the Buyer, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control save to the extent that any law, regulation, or government or regulatory body requires the Supplier to retain any documents or materials or Personal Data that the Supplier would otherwise be required to return or destroy.
- 11.3 If requested by the Buyer in writing, the Supplier will certify in writing to the Buyer that it has destroyed the Personal Data within 14 days after it completes the deletion or destruction.

12. Records

- 12.1 The Supplier will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, approved sub-processors, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the technical and organisational security measures referred to in clause 5.1 (**Records**).
- 12.2 The Supplier will ensure that the Records are sufficient to enable the Buyer to verify the Supplier's compliance with its obligations under this Agreement and the Supplier will provide the Buyer with copies of the Records upon request.

13. Audit

- 13.1 The Supplier will permit the Buyer and its third-party representatives to audit the Supplier's compliance with its Agreement obligations, on at least 30 days' notice, during the Term. The Supplier will give the Buyer and its third-party representatives all

necessary assistance to conduct such audits. The assistance may include, but is not limited to:

- (a) access to and meetings with any of the Supplier's personnel reasonably necessary to provide all explanations and perform the audit effectively; and
- (b) inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to store, process the Personal Data.

14. Buyer Warranty

The Buyer warrants and represents that the Supplier's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Buyer will comply with the Data Protection Legislation.

15. Notice

15.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

For the Buyer: [BUYER DATA PRIVACY CONTACT]

For the Supplier: [PROVIDER DATA PRIVACY CONTACT]

15.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.4 This agreement has been entered into on the date stated at the beginning of it.

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Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF **Buyer**]

Director

Signed by [NAME OF DIRECTOR]

for and on behalf of AdviserPlus Business Solutions
Limited

Director

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ANNEX A - Personal Data processing purposes and details

Subject matter of processing: [Short description, for example name of the service or description of the master agreement]

Duration of Processing: [Periods for which the services are being provided]

Nature of Processing: [Description of the type of processing such as data collection, storage, sharing and so on]

Business Purposes: [Description of the processing purpose(s) – for example processing for HR advice purposes]

Personal Data Categories: [Set out types of personal data such as names, contact details, and so on]

Data Subject Types: [Set out categories of data subjects such as employees, customers, and so on]

Current Sub-processors:

[List all approved sub-processors.]