

THIS AGREEMENT is made [DAY] [MONTH] 2026

BETWEEN:

- (1) **[INSERT NAME OF ORGANISATION]** whose registered office is at **[INSERT ADDRESS]** (the “Customer”); and
- (2) **SYNERTEC LIMITED** a company registered in England under number 03717583 and whose registered office is at **2 Chelston Business Park, Castle Road, Wellington, TA21 9JQ** (the “Supplier”)

Who are each a “party” and together are the “parties”.

WHEREAS:

- (A) The Customer wishes to enter into a hybrid mail agreement with the Supplier.
- (B) The Customer wishes to procure through the G-Cloud 15 framework

NOW IT IS HEREBY AGREED as follows:

1. Commencement and Term

- 1.1 This Agreement shall commence on the **[INSERT DATE]** (“**Commencement Date**”)
- 1.2 This Agreement shall run until the expiry of the G-Cloud 15 framework (the “**Expiry Date**”) unless terminated in line with Clause 7

2. Supplier Obligations

- 2.1 The Supplier shall provide the Services as described in Schedule 1
- 2.2 The Supplier shall comply with all laws and regulations applicable to its performance of the Services under this Agreement

3. Customer Obligations

- 3.1 The Customer shall co-operate in all matters relating to the Service
- 3.2 The Customer will arrange for all audit reports to be received by more than one person, and for said reports to be viewed when received and any discrepancies between the reported number of documents and the expected number of documents are highlighted as soon as possible to the Supplier, so they can be investigated and addressed accordingly.
 - 3.2.1 Failure to promptly notify the Supplier of any discrepancies will impact on the Suppliers ability to identify and resolve issues in an efficient and timely manner

4. Charges and Payments

- 4.1 In consideration for the provision of the Service, the Customer shall pay the Supplier the Charges in accordance with this clause 4 and Schedule 2
- 4.2 The Customer will raise a Purchase Order (“**PO**”) at the commencement of this agreement with the expectation that this PO will last until the end of this Agreement
- 4.3 The frequency and payment terms of the invoices to be submitted by the Supplier to the Customer are as stated in Schedule 2
- 4.4 All amounts due under this Agreement shall be paid by the Customer to Synertec in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law)

5. Liability

- 5.1 Liability as set out in Schedule 2

6. GDPR / Data Processing

- 6.1 As set out in Schedule 3
- 6.2 The Supplier shall not under any circumstances (save as required by law) share, disclose or otherwise reveal the Customer's data (in whole or in part) to any individual, business or other organisation (third-party) not directly involved in delivery of the contracted service without the explicit written consent of the Customer

7. Termination

- 7.1 This Agreement will run until the Expiry date and can only be terminated in line with this Clause 7
- 7.2 Either Party may terminate this Agreement for convenience providing the following conditions are met
 - 7.2.1 Notice to terminate must be provide in writing
 - 7.2.2 Any termination notice must be given at least 3 months before the desire termination date
 - 7.2.3 Notice to terminate cannot be given by either party within 6 months of the Commencement Date
- 7.3 Either party may terminate this Agreement with immediate effect (by written notice), if the other party commits an irremediable material breach of any term of this Agreement
- 7.4 On termination of this Agreement for whatever reason:
 - 7.4.1 The Supplier will adhere to any requests made by the Customer to return or destroy Customer Data as set out in this Agreement and as detailed in Schedule 3;
 - 7.4.2 The Supplier is not obliged to support the system or perform the Services detailed in **Schedule 1**; and
 - 7.4.3 document templates cease to exist and no document retrieval will be available; and
 - 7.4.4 the Customer shall immediately pay all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, The Supplier may submit an invoice, which shall be payable immediately on receipt; and
 - 7.4.5 the Customer shall co-operate with the Supplier to enable it to remove from the Customer's system any software the Supplier may have installed in order to supply the Services; and
 - 7.4.6 termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and
 - 7.4.7 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

8. Variation

- 8.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

9. General

- 9.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales

- 9.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)
- 9.3 No one other than a party to this Agreement shall have any right to enforce any of its terms
- 9.4 The conditions implied by sections 3,4 and 5 of the Supply of Goods and Services Act 1982 shall be, to the fullest extent permitted by law, excluded from any Relevant Contract.

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

Signed for and on behalf of
[INSERT ORGANISATION NAME]

.....
Authorised Signatory

.....
Print name

.....
Title

Signed for and on behalf of
Synertec Ltd

.....
Authorised Signatory

.....
Print name

.....
Title

SCHEDULE 1 - Services

1. Service Description

The Supplier offers a document management solution to allow the Customer to streamline its processes to distribute outgoing documents, receipt incoming documents and archive them.

The Supplier's solution works alongside the Customer's system(s) and uses the Supplier's in-house designed software 'Prism' to define and manage the manipulation, reformatting, distribution (output) and archiving of the Customer's documents to reduce costs and resolve a wide variety of processing issues.

2. Service

2.1. Customer requirement

Processing of these documents is configured to meet the requirements of the Customer. It is reliant on the customer's IT infrastructure and is outside of the Suppliers control.

2.2. Document Dispatch (if applicable)

For documents being despatched on a 1st Class service:

- Documents received at a Synertec Data Centre up to 17:00 would be expected to be printed, inserted and despatched the same day and handed over to Royal Mail for delivery to the recipient,
 - It is expected that Royal Mail will deliver to the recipient on their next working day, e.g.:
 - Documents received and despatched on Monday should be delivered, by Royal Mail, to the recipient on Tuesday
 - Documents received and despatched on Friday should be delivered, by Royal Mail, to the recipient on Saturday

For documents being despatched on a Business Class service:

- Documents received at a Synertec Data Centre up to 17:00 would be expected to be printed, inserted and despatched the same day to a DSA provider and handed over to Royal Mail for delivery to the recipient,
 - It is expected that Royal Mail will deliver to the recipient on their 2nd working day, e.g.:
 - Documents received and despatched on Monday should be delivered, by Royal Mail, to the recipient on Wednesday
 - Documents received and despatched on Friday should be delivered, by Royal Mail, to the recipient on Monday

If documents due to be despatched on a Business Class Service do not meet the Royal Mail defined address criteria standard:

- They will be printed, inserted and despatched to the same timescales but will be handed over to Royal Mail using the 2nd Class service
- It is expected that Royal Mail will deliver to the recipient 2-3 working days later

For the avoidance of doubt, Synertec has no control or direct influence over the performance of Royal Mail or any DSA provider involved in the collection and delivery of mail and can only indicate standard delivery timescales published by these organisations.

2.3. Purchase Ledger Automation (If applicable)

The Solution will monitor the Customer's Purchase Ledger inbox or network location to capture Purchase Ledger invoices. The applicable data will be extracted from these invoices, and the Solution will then validate that this information is accurate and complete.

The captured and validated data will then be prepared for upload into the Customers finance/ERP system in a predetermined file specification, and a copy of this will be archived for easy retrieval by the Customer.

2.4. Audit Trail

The Suppliers standard control procedures provide a detailed, transparent and easily reconcilable set of audit trail reports detailing the status progress of the Customer's documents, from first sight on the Customer's Prism unit until despatch.

The audit trail reports the progress of documents as follows:

- Receipt of the documents by the Prism software at the Customer's site
- Local processing of documents at the Customer premises
- Transmission of documents from the Customer's site to the Suppliers data centres
- Full PAYM production details of the job processed at the Suppliers production sites

Reports are automatically generated according to processing and production times of the documents, and can also be scheduled to be generated at specific times to suit the Customer's requirements. Reports can be emailed to Customer contacts in order to reconcile the number of documents processed by the Prism system.

The Suppliers support staff can also assist with any 'ad-hoc' audit activity that may involve, for example, interpreting Prism's system logs.

The Customer is entirely responsible for checking the detail and ensuring the accuracy of the audit trail.

If any audit report fails to be received or the audit report does not match what the Customer is expecting, the Customer must immediately contact their Customer Service Advisor for investigation

3. Customer Support

The Customer is assigned an office-based contact at all times. During implementation, this is the Project Manager who will manage the implementation process to successful completion. Once the service has been implemented, this contact changes to the Customer Account Executive, who will be fully apprised of the Customer's requirements.

4. Account Management

The Customer will be assigned a field-based Business Development Manager who is responsible for the overall customer relationship.

SCHEDULE 2 – Charges and Liabilities

1. Synertec Charges

- 1.1 The Supplier shall charge the Customer according to Synertec's Price List, and all conditions of Synertec's Price List shall apply
- 1.2 All prices listed are exclusive of VAT
- 1.3 All prices are fixed for 30 days from the date of this document
- 1.4 Printing and enclosing charges are calculated strictly based on the components used in the production of the document
- 1.5 Any pre-printed material will be subject to an individual 'Additional Insert' charge.
- 1.6 Postage is priced at Royal Mail Standard Account tariff; as existing from time-to-time.
- 1.7 The Business Class Postal Discount will be given against the Royal Mail 2nd Class Standard Account tariff
- 1.8 The 1st Class Postal Discount will be given against the Royal Mail 1st Class Standard Account tariff
- 1.9 The following conditions apply to all postal discounts:
 - Envelope Size: C5
 - Envelope Weight: Less than 100 grams
 - Address Quality: Full and accurate address; matching the Royal Mail PAF databaseItems which do not conform to the above requirements will not attract a discount and will be charged at Royal Mail Standard Account tariff.

2. Invoicing and Payment details

- 2.1. For Printing, enclosing, envelope, postal and electronic charges, the Supplier shall issue invoices twice a month in arrears. The Customer shall pay the Supplier by Direct Debit payment within thirty (30) days of the date of a valid invoice
- 2.2. For monthly rental charges, the Supplier shall invoice a month in advance. The Customer shall pay the Supplier by Direct Debit payment within thirty (30) days of the date of a valid invoice
- 2.3. Synertec shall be entitled to charge interest in the event of failure to pay on time any undisputed invoice.
 - 2.3.1. Interest will be charged at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 unless otherwise agreed in writing by both parties

3. Limitation of Liability

- 3.1. Nothing in this Agreement shall limit or exclude Synertec's liability for:
 - 3.1.1. death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - 3.1.2. fraud or fraudulent misrepresentations; and
 - 3.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 3.2. Subject to paragraph 1 of this section 'Limitation of Liability' ('para 1'), Synertec shall not be liable, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with any contract entered into on the basis of this Price List ('Relevant Contract') for:
 - 3.2.1. loss of profits;
 - 3.2.2. loss of sales or business;

- 3.2.3. loss of agreements or contracts;
 - 3.2.4. loss of anticipated savings;
 - 3.2.5. loss of use or corruption of software, data or information;
 - 3.2.6. loss of or damage to goodwill; and
 - 3.2.7. any indirect or consequential loss.
- 3.3. Subject to para 1, Synertec's total liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with any Relevant Contract shall be limited to £5,000,000 per event or series of connected events.
- 3.4. The conditions implied by sections 3,4 and 5 of the Supply of Goods and Services Act 1982 shall be, to the fullest extent permitted by law, excluded from any Relevant Contract.

SCHEDULE 3 - DATA PROCESSING AGREEMENT

DATED: 01st February 2026

BETWEEN

The Customer

(the "Data Controller")

AND

Synertec Ltd of
2 Chelston Business Park, Castle Road, Wellington, TA21 9JQ
(the "Data Processor")

1 Definitions

- 1.1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing**, all have the meanings given to them in the Data Protection Legislation.
- 1.2 **Confidential Information** any information or combination of information that contains details about an organisation or an individual person that was provided in an expectation of confidence. This includes for example, non-personal corporate or technical information that is commercially sensitive, drafts of documents that are not ready for publication, restricted information and documents, etc. as well as personal data about patients, service users and staff.
- 1.3 **Customer Data** any Personal Data (including special category Personal Data) and Confidential Information processed by the Processor on behalf of the Controller or in connection with, the provision of the contracted service. This includes all information supplied to the Processor by the Controller and any additional information that the Processor obtains during the term of the contract and shall apply equally to original Customer Data and all back-up and/or copies printed out but excludes any Personal Data to the extent that a specific contracted service requires the Processor to process such Personal Data as a controller.
- 1.4 **Data Protection Legislation** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- 1.5 **UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

2 Introduction

- 2.1 This Agreement is supplemental to a service or master agreement between the parties pursuant to which the Processor agrees to provide contracted services to the Controller. This Agreement provides an operating framework to enable lawful disclosure of Personal Data to and data processing by the Processor in carrying out the contracted services on behalf of the Controller, all in accordance with the Data Protection Legislation.
- 2.2 The terms and conditions of this Agreement shall apply to all Customer Data provided by the Controller, or obtained by the Processor from other sources as part of the delivery of the contracted services, or derived from any combination thereof except to the extent that a specific contracted service requires the Processor to process certain Personal Data as a controller.
- 2.3 This Agreement between the Controller and the Processor supports and is specific to data processing of communications from the Controller to or about patients in support of their medical needs. This data processing is necessary to save the Controller money and increase efficiency and effectiveness of patient communications.
- 2.4 The Controller and the Processor will each comply with their respective obligations under Data Protection Legislation.

3 Term and Termination

- 3.1 This Agreement shall commence on the date stated at the beginning of it and shall continue (unless terminated earlier in accordance with its terms) until terminated by written notice given by either party to the other of not less than one month provided that neither the Controller nor the Processor may give notice to terminate this Agreement in accordance with this clause 3.1 whilst a contract for the provision of a contracted service remains in effect.
- 3.2 Without affecting any other right or remedy available to it, either party to this Agreement may terminate it with immediate effect by giving written notice to the other party if:
 - 3.2.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 working days after being notified in writing to do so;
 - 3.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 3.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 3.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.
- 3.3 On termination of this Agreement for whatever reason:
 - 3.3.1 the Processor will cease any data processing activities for and on behalf of the Controller; and
 - 3.3.2 termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and
 - 3.3.3 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 3.4 Unless required by law, the Processor shall, on request, upon termination or expiry of the Agreement for whatever reason, either securely delete or return all Customer Data to the Controller. If required by law to retain a copy, the Processor shall inform the Controller what it is retaining and the legal reason why it needs to be retained.

4 General

- 4.1 The Processor shall only process Customer Data as is necessary to perform its obligations under the agreement governing the contracted service and only in accordance with any written instruction given by the Controller under this Agreement unless the Processor is required by applicable laws to otherwise process that Personal Data. Where the Processor is relying on laws of the UK or of a part of the UK as the basis for processing Personal Data, the Processor shall promptly notify the Controller of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Processor from so notifying the Controller.
- 4.2 At the written direction of the Controller, delete or return all Customer Data after a period of 90 days after completion of the contracted service using a secure deletion algorithm that complies with DoD 5220.22-M media sanitisation standards.
- 4.3 Under the terms of this Agreement the Controller shall provide the Processor with the minimum amount of Customer Data necessary to deliver the contracted service and, in particular, Personal Data, including any special category Personal Data will be supplied on a restricted 'need to know' basis.

- 4.4 The Processor will reasonably assist the Controller with meeting the Controller's compliance obligations under the Data Protection Legislation, taking into account the nature of the Processor's Processing and the information available to the Processor, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner under the Data Protection Legislation.
- 4.5 Any minor changes to this Agreement that may become necessary from time to time shall be made by the Controller to the Processor, or requested by the Processor from the Controller, as a written variation. Such variation shall not come into effect until signed by both parties.
- 4.6 In the event of major changes being required, this Agreement shall be terminated and replaced in full with an updated version. Such termination and replacement shall not come into effect until the updated version has been signed by both parties.
- 4.7 Should the Controller and the Processor fail to reach agreement on the amendments, either party may terminate the Agreement by 1 month's written notice to the other.

5 Data Processing Details

- 5.1 The table below set out the scope, nature and purpose of processing by the Processor, the duration of the processing and the types of Personal Data and categories of Data Subject:

Subject matter and nature of the Processing	The subject matter of the Processing is communications with the Controller's customers, suppliers, staff, etc in the support of business operations. The nature of the Processing is sending letters or electronic communications to the Controller's patients and their parents, carers and medical practitioners as required by the Controller.
Purpose of Processing	The purpose of the Processing is to provide the contracted service to the Controller.
Duration of the Processing	For so long as is required to deliver the contracted service and this Agreement remains in effect.
Categories of Data Subjects	The Personal Data to be processed concern the following data subjects: Patients of the Controller Parent, carer and advocates of patients of the Controller Clinicians treating the patients of the Controller General Practitioners treating the patients of the Controller
Type of Personal Data	The Personal Data to be processed concern the following types of data: Name Address Date of Birth Identification numbers Clinicians name & contact information General Practitioner name & contact information Email address Phone numbers (mobile or other)
Special categories of data	The personal data to be processed concern the following special categories of personal data: Medical treatment Medical results / diagnosis Data concerning health Data concerning healthcare Racial or Ethnic Origin Religious or Philosophical Beliefs Sexual Orientation

6 Disclosure of Customer Data

6.1 Other than as required for the performance of the contracted services, the Processor shall not disclose information to any third party without the prior written agreement of the Controller. The Controller consents to the disclosure of Customer Data in accordance with clauses 6.2 and 6.3. Disclosure of such data that may contain patient information will require evidence of Caldicott Guardian approval before disclosure for the purpose of delivery of the contracted service. Other data which may be considered 'corporate confidential' or contains information which is sensitive or otherwise person identifiable will require evidence of Senior Information Risk Officer (SIRO) and/or Caldicott Guardian approval (as appropriate) before disclosure for the purpose of delivery of the contracted service. In such cases where the signatory to this agreement, acting on behalf of the Data Controller, is not the Caldicott Guardian or SIRO (as appropriate), copies of such approval should be furnished to the aforementioned signatory before he/she signs this document.

6.2 As part of the contracted services, the Controller may send patient data to the Processor with the intention for it to be used to aid the Controller to integrate with one or more of the following 3rd party providers of clinical systems and/or patient portals:

- Patients Know Best
- DrDoctor
- Netcall
- GraphNet/CareCentric
- GOV.UK/Notify

If required by the contracted services, the Controller specifically authorises and instructs the Processor to share Customer Data with the above named 3rd party providers, or any other 3rd party provider named by the Controller. It is the Controller's responsibility to ensure that the IG/GDPR arrangements of the 3rd party services are adequate for this onward processing of Customer Data and, provided the Processor has complied with its obligations pursuant to this Agreement, the Processor shall not be liable or responsible for any damages or claims arising out of the sharing of Customer Data with a 3rd party provider.

6.3 The Controller consents to the appointment by the Processor of the sub-processors identified here <https://synertec.co.uk/sub-processors> as third-party processors of Customer Data under the Agreement. The Controller generally consents to the Processor engaging third party processors to process personal data provided that: (i) the Processor provides at least 30 days' prior notice of the addition of any third party processor by updating the list here <https://synertec.co.uk/sub-processors>; (ii) the Processor enters into a written agreement with such processor substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this Agreement; and (iii) as between the Controller and the Processor, the Processor remains liable for any breach of this Agreement that is caused by an act, error or omission of its sub-processor.

6.4 Certain contracted services require the transfer of Customer Data outside of the UK and European Economic Area (EEA). These transfers and the lawful basis of transfer are identified here <https://synertec.co.uk/sub-processors>. The Controller is responsible for deciding whether to contract for services which require the transfer of Customer Data outside of the UK and EEA. Other than as identified, the Processor shall not cause or allow Customer Data to be transferred to any territory outside of either the UK or the EEA without the prior written permission of the Controller.

7 Policies and Procedures

- 7.1 The Processor shall have confidentiality, information security, data protection and records management policies. These will describe individual responsibilities for handling Customer Data and will be rigorously applied.
- 7.2 The Processor shall provide the Controller with copies of the policies referred to in clause 7.1 above on request.

8 Data Processor Employees

- 8.1 The Processor shall undertake all lawful and reasonable background checks to ensure the reliability of all employees who are likely to use or have access to Customer Data.
- 8.2 The Processor shall include appropriate confidentiality clauses in employment contracts, including details of sanctions against any employee acting in a deliberate or reckless manner that breaches confidentiality or the non-disclosure provisions of this Agreement or causes damage to or loss of Customer Data.
- 8.3 The Processor shall ensure that all employees are aware of and act in accordance with the policies referred to in clause 7.1 above.
- 8.4 The Processor shall ensure that all employees are adequately trained to understand and comply with their responsibilities under the Data Protection Legislation and their obligations of confidence.
- 8.5 Subject to clauses 8.1 – 8.4, the Processor shall ensure that only those employees involved in delivery of the contracted service use or have access to Customer Data on a strict 'need to know' basis and shall implement appropriate access controls to ensure this requirement is satisfied.
- 8.6 The Processor shall ensure that any employees involved in the delivery of the contracted service who do not specifically need to use Personal Data as part of their role have restricted access to anonymised Customer Data and/or redacted extracts only.

9 Security – General

- 9.1 The Processor shall put in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Data and against accidental loss or destruction of, or damage to, Customer Data having regard to the specific requirements set out in this Agreement, the state of technical development and the level of harm that may be suffered by the Controller and/or by a Data Subject whose Personal Data is affected, by such unauthorised or unlawful processing or by its loss, damage or destruction.
- 9.2 Other than as required by the contracted service and permitted by this Agreement, the Data Processor shall not under any circumstances (save as required by law) share, disclose or otherwise reveal Customer Data (in whole or in part) to any individual, business or other organisation (third party) not directly involved in delivery of the contracted service without the explicit written consent of the Controller.
- 9.3 The Processor shall notify the Controller promptly (and in any event no later than two (2) working day after discovery) of any untoward incidents or activities that suggest non-compliance with any of the terms of this Agreement. This includes 'near miss' situations even if no actual damage to or loss or inappropriate disclosure of Customer Data results.

10 Security – Physical

- 10.1 The Processor shall ensure that all Customer Data is physically protected from accidental or deliberate loss or destruction arising from environmental hazards such as fire or flood.
- 10.2 The Processor shall ensure that all Customer Data is held on premises that are adequately protected from unauthorised entry and/or theft of Customer Data or any IT equipment on which it is held by, for example, the use of burglar alarms, security doors, ram-proof pillars, controlled access systems, etc.

11 Security – IT Systems

- 11.1 The Processor shall hold electronically-based Customer Data on secure servers unless otherwise agreed in writing.
- 11.2 Customer Data will, under no circumstances, be stored on portable media or devices such as laptops or USB memory sticks or CD-ROM except where requested by the Controller, and only then once agreed in writing and subject, at a minimum, to those constraints detailed in clause 11.3.
- 11.3 The Processor shall ensure that:
 - 11.3.1 All portable media used for storage or transit of Customer Data are fully encrypted to a minimum standard of AES (256-bit).
 - 11.3.2 Portable media are not left unattended at any time (e.g. in parked cars, in unlocked & unoccupied rooms, etc.).
 - 11.3.3 When not in use, all portable media are stored in a locked area and issued only when required to authorised and named employees, with a record kept of issue and return.
- 11.4 The Processor shall not allow employees to hold Customer Data on their own personal computers.
- 11.5 The Processor shall ensure adequate back-up facilities to minimise the risk of loss of or damage to Customer Data and that a robust business continuity plan is in place in the event of restriction of service for any reason.
- 11.6 The Processor shall not transmit Customer Data by email except as an attachment encrypted to 128 bit or better AES standards or from NHS mail to NHS mail unless emailing non-encrypted email to patients is essential for delivery of the contracted service or is required by the Controller pursuant to clause 6.2.
- 11.7 The Processor shall only make printed paper copies of Customer Data if this is essential for delivery and support of the contracted service.
- 11.8 The Processor shall store printed paper copies of Customer Data in locked cabinets when not in use and shall not remove from premises unless it is essential for delivery of the contracted service. Any printed paper copies that do leave the premises will be enclosed and sealed in an envelope and handed over to Royal Mail or other Downstream Access provider for delivery to the recipient specified by the Controller.
- 11.9 The Processor shall achieve and maintain compliance with the NHS Digital DSP Toolkit at the required frequency. Evidence of this shall be provided to the Controller on request.

12 Secure Destruction

- 12.1 The Processor shall ensure that Customer Data held in paper form (regardless of whether as originally provided by the Controller or printed from the Processor's IT systems) is destroyed using a cross cut shredder or subcontracted to a confidential waste company that complies with DIN 66399 P-3 standard (or better).
- 12.2 The Processor shall ensure that electronic storage media used to hold or process Customer Data is destroyed using a Department of Defence approved degausser device or overwritten using software that sanitises to Gutmann standards.
- 12.3 In the event of any bad or unusable sectors that cannot be overwritten, the Processor shall ensure complete and physical destruction of the media itself.
- 12.4 The Processor shall on request provide the Controller with copies of all relevant overwriting verification reports and/or certificates of secure destruction of Customer Data at the conclusion of the contracted service.

13 Monitoring & Audit

- 13.1 The Processor shall permit the Controller to monitor compliance with the terms of this Agreement once in any twelve (12) month period, by:

- 13.1.1 Allowing Controller employees or nominated representatives to enter any premises where Customer Data is held, at all reasonable times and with prior notice, for the purpose of inspection providing such inspection would not (or there is no reasonable belief that it could) result in a breach of the Processors own security policies and procedures. The Controller will take all reasonable measures to prevent unnecessary disruption to the Processors operations, and will be responsible for all costs of carrying out such an audit.
- 13.1.2 Ensuring there is evidence of an annual self-audit of Information Governance Toolkit performance measures where the Processor is required to comply.

14 Freedom of Information

- 14.1 The Processor acknowledges that the Controller is a public authority for the purpose of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR).
- 14.2 The Controller may be statutorily required to disclose information about the contracted service or the contract itself in response to a specific request under FOIA or EIR, in which case:
 - 14.2.1 The Processor shall provide the Controller with all reasonable assistance and co-operation to enable the Controller to comply with its obligations under FOIA or EIR.
 - 14.2.2 The Processor considers information related to its detailed pricing processes and methods of operation, as commercially sensitive and including trade secrets. It is therefore exempt from disclosure under s.43 of the FOIA. In recognition of this the Controller undertakes to consult and agree the content of the response (unless not lawful to do so) with the Processor before any response to a Freedom of Information request is made.

15 Data Subject Requests

- 15.1 The Processor shall:
 - 15.1.1 notify the Controller promptly (and in any event no later than two (2) working day after receipt) of any request for information or complaint received from a Data Subject in relation to the contracted service; and
 - 15.1.2 not respond to any request for information or complaint from a Data Subject unless reasonably requested to do so by the Controller; and
 - 15.1.3 on reasonable request, provide assistance to the Controller in responding to the information request or complaint from a Data Subject.

16 Indemnities

- 16.1 Subject to the limitations specified in this clause 16, the Processor agrees to indemnify and keep indemnified and defend at its own expense the Controller against all costs, claims, damages or expenses incurred by the Controller or for which the Controller may become liable due to any failure by the Processor or its employees or agents to comply with any of its obligations under this Agreement. For the avoidance of doubt, the Processor shall not be liable to the Controller should a breach of this Agreement occur as a direct result of the Processor following the Controllers instructions or as a result of the Processor providing Customer Data to a 3rd party provider referred to in clause 6.2 on the instruction of the Controller.
- 16.2 Nothing in this Agreement shall limit or exclude either party's liability for:
 - 16.2.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; and
 - 16.2.2 fraud or fraudulent misrepresentation.
- 16.3 Subject to clause 16.2, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- 16.3.1 loss of profits;
- 16.3.2 loss of sales or business;
- 16.3.3 loss of agreements or contracts;
- 16.3.4 loss of anticipated savings;
- 16.3.5 loss of or damage to goodwill; and
- 16.3.6 any indirect or consequential loss.

16.4 Subject to clause 16.2, each party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to £5 million per event or series of connected events.

17 Legal Jurisdiction

- 17.1 This Agreement is governed by and shall be interpreted in accordance with the law of England and Wales.
- 17.2 In the event of a dispute, the parties to this Agreement agree to attempt to resolve such issues according to NHS dispute resolution procedures. In the event that agreement cannot be reached, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear the case.