

Terms and Conditions of Contract Supply of Services

To

South East Midlands Local Enterprise Partnership

CONTENTS

1. Definitions and Interpretations
2. Engagement
3. Term
4. Conditions of Engagement
5. Fees
6. Expenses
7. Payment
8. Copyright
9. Confidentiality
10. Liability and Insurance
11. Default
12. Termination
13. Enticement
14. Undertakings by the Supplier
15. Assignment
16. Force Majeure
17. Waiver
18. Notices
19. Survival
20. Validity of Agreement Provisions
21. Resolving Disputes
22. Status of Supplier
23. Third Party Rights
24. Contract Review
25. Data Protection

1. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions, the following expressions shall have the meanings hereby ascribed to them:

- **Act of Parliament:** reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument, or the like shall include any amendments or re-enactment of the same;

- **Affiliate:** means a company, firm or individual that Controls, is Controlled by, or is under common Control with the relevant company or firm;
- **Agreement:** this Agreement and its Appendices referred to herein;
- **Assignment:** work to be carried out / professional service to be provided by the Supplier as specified in the Proposal;
- **Business Day:** means any week day, other than a bank or public holiday in England;
- **Charges:** means the charges specified in the Proposal / the Supplier's Rate multiplied by the number of man-hours spent by the Supplier's personnel performing the Services, plus expenses payable by the Customer to the Supplier;
- **Control:** means: (a) the legal power to directly or indirectly control the management of a company, firm or other entity; (b) the right to select the majority of the directors (or their equivalent) of a company, firm or other entity; and/or (c) ownership of more than 50% of the voting shares in a company; and "Controlled" will be construed accordingly;
- **Customer:** means the client for Services under the Agreement as specified in the Supplier's Booking Confirmation;
- **Data Protection Legislation:** (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
- **Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
- **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer** take the meaning given in the GDPR.
- **Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
- **Data Subject Access Request:** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
- **DPA 2018:** Data Protection Act 2018

- **Day, week, month and year:** calendar day, calendar week, calendar month and calendar year respectively;
- **Deliverables:** all things to be provided to SEMLEP by the Supplier as part of the Assignment, including but not limited to, advice, brochures, computer programs, oral and written reports;
- **Effective Date:** means the earlier of:
 - (a) the date when the Supplier sends to the Customer its written confirmation that the Agreement is agreed; or
 - (b) the date when the Supplier begins supplying the Services to the Customer; in each case following the Customer's acceptance of these Terms and Conditions for the Supply of Services;
- **English Law:** this agreement shall be governed by and construed in accordance with English Law, and the English Courts who shall have jurisdiction over any dispute or difference which shall arise between SEMLEP and the Supplier;
- **GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679)
- **Force Majeure Event:** means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);
- **Hourly Rate:** means the Supplier's standard hourly labour rate as specified in the Proposal on notified by the Supplier to the Customer and varied in accordance with Clause 5;
- **LED:** Law Enforcement Directive (*Directive (EU) 2016/680*)
- **Meaning of words:** words importing the masculine gender include the feminine gender and vice versa; words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa;
- **Premises:** means the premises of the Customer where the Services will be provided, in whole or part, by the Supplier, as agreed by the Supplier and the Customer in writing;
- **Principals:** SEMLEP, for the purposes of Clause 10.4;

- **Proposal:** means a proposal document issued by SEMLEP to the Supplier detailing the scope of the Services and other matters relating to the Service Level Agreement;
- **Protective Measures:** appropriate technical and organisational measures, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
- **SEMLEP's Representative:** the person specified by SEMLEP as being the person to whom the Supplier's Representative should report;
- **Service:** means the services supplied by the Supplier to the Customer under the Agreement, details of which are set out in the Proposal;
- **Sub-processor:** any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement
- **Supplier:** means [];
- **Supplier's Representative:** the person named in the Proposal as having primary responsibility for carrying out the Assignment
- **Term:** means the term of the Agreement.

2. ENGAGEMENT

- 2.1 The Supplier confirms it has the know-how, qualifications and necessary ability to undertake the Assignment.
- 2.2 The Supplier and any parent or subsidiary company, partner or joint venture partner, warrants that it has no commercial or other interests which might conflict with or influence its advice to SEMLEP and warrants that it is not disbarred in any way from working on the Assignment.
- 2.3 Subject to 2.1 and 2.2 above SEMLEP hereby engages the Supplier and the Supplier hereby accepts such engagement to serve SEMLEP as a supplier.

3. TERM

- 3.1 The Supplier shall commence as soon as is practicable and shall complete the Assignment by the date stated in the purchase order or as otherwise agreed by both parties.

4. CONDITIONS OF ENGAGEMENT

4.1 The Supplier shall carry out the Assignment subject to and in accordance with the following (hereinafter collectively referred to as "the Conditions of Engagement");

4.1.1 SEMLEP's Procurement Procedure Rules and Financial Regulations;

4.1.2 This Agreement and any appendices to it

Note: In the absence of any Supplier's Proposal, SEMLEP shall provide a Work Plan, to be incorporated into this agreement.

4.2 The Supplier's Representative shall report to SEMLEP's Representative.

4.3 The Supplier's Representative in addition to and in respect of carrying out the Assignment shall do and perform all matters and things which are usually done and performed by people/officers/staff providing those services according to the practice of their relevant professions including the giving of regular reports and advice to SEMLEP during the Assignment and attending Committees/Panels of SEMLEP if and when required.

4.4 The Supplier shall, while this Agreement is in force or until the completion of the Assignment, unless prevented by ill health, ensure that the Supplier's Representative and any of his/her colleagues engaged in the assignment devote such of their time, attention and abilities to the Assignment as may be necessary for the completion thereof to SEMLEP's satisfaction.

4.5 The Supplier agrees to:

4.5.1 Advise and assist SEMLEP with respect to all aspects of the Assignment and in that context to comply with all reasonable requests and directions of SEMLEP;

4.5.2 Use all reasonable endeavours to comply with all local or internal policies and regulations operated by or affecting SEMLEP; and

4.5.3 When carrying out the Assignment exercise reasonable skill and care in conformity with the highest standards of the Supplier's profession.

5. FEES

5.1 Fees shall be fixed for the duration of this Agreement and shall be (except where agreed otherwise) inclusive of costs and expenses incurred by the Supplier in providing the Service.

6. EXPENSES

6.1 Where SEMLEP agree to pay expenses, it shall only reimburse these to the Supplier, at cost, which are properly and reasonably incurred directly in performing the Assignment and are either identified in the Proposal or have been approved beforehand by SEMLEP's Representative.

7. PAYMENT

7.1 Unless otherwise agreed, invoices will be paid within 30 days following receipt of each invoice issued on acceptance of the Service.

7.2 Invoices submitted by the Supplier, which are incorrect, shall be returned to the Supplier for correction and re-submission and not payable until re-submitted.

8. COPYRIGHT

8.1 The copyright in any Deliverables prepared by the Supplier pursuant to this Agreement shall, following payment of the Supplier's fees, be the property of SEMLEP absolutely.

8.2 Without prejudice to the foregoing, if the Supplier ceases to act for any reason SEMLEP may make full use of all or any materials or documents prepared by the Supplier pursuant to this Agreement.

8.3 The copyright and other intellectual property rights in any materials or software (whether written or machine-readable) created by or licensed to the Supplier prior to or outside this Agreement and any subsequent modifications to the same will remain vested in the Supplier (or its licensor) but to the extent that these form part of any of the Deliverables SEMLEP is hereby granted a licence to use them in accordance with Clause 8.4 below.

8.4 The licence to SEMLEP is a non-exclusive, non-transferable licence to use the materials and software referred to in Clause 8.3 above for its own internal use and only for the purposes for which they were delivered.

9. CONFIDENTIALITY

9.1 The Supplier shall not, without the prior written consent of SEMLEP, during or after the termination or expiry of this Agreement disclose, directly or indirectly, to any person (including a person who is associated with or is part of the Supplier's organisation, but not engaged on the Assignment), firm, company, or third party, and shall only use for the purposes of this Agreement, any information relating to the Assignment, SEMLEP, its business, customers, suppliers or any other information of whatever nature which is not in the public domain and which comes into the Supplier 's possession in connection with this Agreement.

10. LIABILITY AND INSURANCE

10.1 The Supplier is engaged for its ability and expertise in the subject matter of the Agreement, upon which SEMLEP will rely. The Supplier shall be liable to SEMLEP for any loss or damage suffered by it as a result of information negligently supplied by the Supplier.

10.2 Accordingly, the Supplier undertakes to take out and maintain professional indemnity insurance cover with a reputable insurance company against such liability to the level set out at clause 10.4 below.

10.3 The Supplier shall indemnify and keep indemnified SEMLEP from and against any action, costs, claims and proceedings in injury or damage to any property, real or personal, arising out of or in the course of carrying out this Agreement unless due to any act or neglect of SEMLEP or its servants. Without thereby limiting its responsibilities under this Condition, the Supplier SHALL INSURE with a reputable insurance company against all loss of and damage to property and injury to, or death of, persons arising out of or in consequence of the Supplier obligations under the Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.

10.4 For all matters to which this Clause 10 applies, the insurance cover shall be a sum not less than:

- Public Liability insurance cover - £2.5 Million per incident
- Employers Liability insurance cover - £5 Million per incident
- Professional Indemnity cover - £5 Million per incident

or such greater sum as the Supplier may choose in respect of any one incident and the insurance policy providing such cover shall contain an indemnity to Principals clause, or shall otherwise expressly by its terms

confer its benefits upon SEMLEP. The Supplier shall exhibit to SEMLEP forthwith upon demand satisfactory evidence that it has taken out such insurance.

11. DEFAULT

- 11.1 Without prejudice to clauses 11.2 and 11.3 below, if the Supplier shall be guilty of any serious breach or non-observance of any of the conditions of this Agreement or shall neglect or fail or refuse to carry out the duties assigned to it hereunder, SEMLEP shall be entitled to terminate its engagement hereunder with immediate effect by giving written notice to the Supplier, without prejudice to any additional rights or claims SEMLEP may have against the Supplier arising out of such default.
- 11.2 Without prejudice to clause 11.1, if the Supplier:
- 11.2.1 Commits a breach of any of its obligations under the Contract;
 - 11.2.2 Makes a composition or arrangement with its creditors, or has a proposal in respect of the company for the voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;
 - 11.2.3 Has an application made under the Insolvency Act 1986 in respect of the company to the Court for the appointment of an administrative receiver;
 - 11.2.4 Has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
 - 11.2.5 Has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;
 - 11.2.6 Has an administrative receiver, as defined in the Insolvency Act 1986, appointed;
 - 11.2.7 Has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge;

11.2.8 Is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the Court to make a winding-up order;

11.2.9 Offers or gives to any person any gift or consideration as an inducement for doing, or forbearing to do, any action in relation to obtaining any Contract with SEMLEP, or commits any offence under the Bribery Act 2010, or if such acts are done by any person employed by, or acting on behalf of the Supplier, with or without the Supplier's knowledge;

then SEMLEP may without prejudice to any accrued rights or remedies under the Contract, terminate the Supplier's engagement under the Contract by notice in writing either with immediate effect or on such date as specified in the notice.

12. TERMINATION

12.1 The Agreement may be terminated by either party on written notice with immediate effect if the other party commits a material breach of any term of this Agreement, which is not remedied following a written request to remedy the breach within 14 days.

12.2 Upon termination of this Agreement or the Supplier 's engagement whichever shall be the earlier, the Supplier shall immediately deliver to SEMLEP all correspondence reports, documents, specifications, papers, information (on whatever media) and property belonging to SEMLEP which may be in its possession or under its control.

12.3 In the event that SEMLEP is not satisfied with the Services provided, in its absolute discretion, SEMLEP may end the agreement forthwith by written notice to that effect; giving full explanation for their reason and thereupon SEMLEP shall be released from any obligation to pay any outstanding fees.

13. ENTICEMENT

13.1 The Supplier undertakes that it shall not without SEMLEP's prior written consent either during or 6 months after completion or termination of this Agreement whichever is the later, engage employ or otherwise solicit for

employment, any person who during the relevant period was an employee of SEMLEP or any of SEMLEP's customers.

14. UNDERTAKINGS BY THE SUPPLIER

14.1 The Supplier shall not whether as principal, employee, supplier, contractor, or otherwise:

14.1.1 during the term of this Agreement directly or indirectly either for itself or on behalf of any other person, firm or company advise or undertake any work or enter into employment or consultancy with anyone where the work to be done is in conflict or competition with any work undertaken by the Supplier for SEMLEP;

14.1.2 during this Agreement and for a period of six months after completion of the Assignment, directly or indirectly, either for itself or for any other person firm or company, solicit the business of any customer, supplier or agent of SEMLEP which the Supplier has become aware of as a result of entering into this Agreement, if such business would in the view of SEMLEP be detrimental to SEMLEP. For the avoidance of doubt this Clause 14.1.2 shall not apply to any pre-existing Clients of the Supplier who may also be a customer, supplier or agent of SEMLEP.

15. ASSIGNMENT

15.1 The Supplier shall not without the prior written consent of SEMLEP:

15.1.1 Dispense with the services of, or replace, the Supplier's Representative.

15.1.2 Transfer or assign the whole or any part of this Agreement.

15.2 None of the services described in the Proposal here to shall be sub-contracted without the prior written consent of SEMLEP.

16. FORCE MAJEURE

16.1 Neither Party will be liable to the other for any failure to fulfil its obligations caused by circumstances outside its reasonable control.

17. WAIVER

17.1 No delay by either Party in enforcing any of the terms or conditions of this Agreement will affect or restrict SEMLEP's own rights and powers arising under the Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing.

18. NOTICES

18.1 Notices must be served either personally, sent by pre-paid registered post or faxed to the address of the other Party given in this Agreement or to any other address as the Parties may have notified during the period of the Agreement. Any notice sent by post will be deemed to have been delivered on the first working day following its dispatch.

19. SURVIVAL

19.1 The provisions of this Agreement which expressly or by implication are intended to survive its termination or expiry will continue to bind both Parties.

20. VALIDITY OF AGREEMENT PROVISIONS

20.1 If any provision of this Agreement is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the Agreement. In any event the enforceability of the remainder of the Agreement will not be affected.

21. RESOLVING DISPUTES

21.1 Should any dispute arise between them, the Parties will attempt to resolve the dispute in good faith by senior level negotiations. Where both Parties agree that it may be beneficial, they will seek to resolve the dispute through mediation by the Centre for Effective Dispute Resolution. If the dispute is not resolved through negotiation or mediation both Parties agree that the High Court of England will have exclusive jurisdiction in resolving the dispute.

22. STATUS OF SUPPLIER

22.1 The termination, determination or expiration of this Agreement by effluxion of time shall not constitute unfair dismissal nor shall the Supplier be entitled to the payment of any compensation, redundancy payments or otherwise upon the occurrence of the same.

23. THIRD PARTY RIGHTS

23.1 Unless expressly provided in this Contract, the parties hereto do not intend any provisions hereof to be enforceable by any third party under the provisions of The Contract (Rights of Third Parties) Act 1999 and as such no person other than the said parties shall have any rights under this Contract nor shall it be enforceable by them.

24. CONTRACT REVIEW

24.1 This contract is subject to continual review and as part of the process SEMLEP will review the works, goods and services required. Should the need for that service be no longer be required, either by the demand being transferred to another body or that SEMLEP wishes to discontinue supplying that demand, then SEMLEP reserves the right to withdraw those works, goods and services from the contract. This removal will be undertaken giving 30 days' notice and the costs for those services will be deducted from the overall contract value. SEMLEP will not be liable for any addition costs attributed to the removal of those services.

24.2 We at SEMLEP expect our suppliers to work with us to constantly improve their service and create efficiencies for the future. Therefore we will conduct annual reviews to monitor progress on Communication, Customer Satisfaction, Product Rationalisation, Environment, Equalities, Improvements to Service, Innovation, Price and Quality standards. This review will not only focus on achievements made in these areas from the previous year, but also ideas and proposals for the following year.

Both the supplier and an authorised officer from SEMLEP will sign off all reviews. Should there be an inflationary clause in a long-running contract; no payment will be made against that clause until after the review has taken place.

DATA PROTECTION – Data controller to data processor

25. DATA PROTECTION

25.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, SEMLEP is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in the Schedule by SEMLEP and may not be determined by the Contractor.

- 25.2. The Contractor shall notify SEMLEP immediately if it considers that any of SEMLEP's instructions infringe the Data Protection Legislation.
- 25.3. The Contractor shall provide all reasonable assistance to SEMLEP in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of SEMLEP, include:
- 25.3.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 25.3.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services.
 - 25.3.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 25.3.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 25.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- 25.4.1. process that Personal Data only in accordance with Schedule, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify SEMLEP before processing the Personal Data unless prohibited by Law;
 - 25.4.2. ensure that it has in place Protective Measures, which have been reviewed and approved by SEMLEP as appropriate to protect against a Data Loss Event having taken account of the:
 - 25.4.2.1. nature of the data to be protected;
 - 25.4.2.2. harm that might result from a Data Loss Event;
 - 25.4.2.3. state of technological development; and
 - 25.4.2.4. cost of implementing any measures;
 - 25.4.3. ensure that :

- 25.4.3.1. the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular the Schedule);
- 25.4.3.2. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - 25.4.3.2.1 are aware of and comply with the Contractor's duties under this clause;
 - 25.4.3.2.2 are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 25.4.3.2.3 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by SEMLEP or as otherwise permitted by this Agreement; and
 - 25.4.3.2.4 have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 25.4.4. not transfer Personal Data outside of the EU unless the prior written consent of SEMLEP has been obtained and the following conditions are fulfilled:

- 25.4.4.1. SEMLEP or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by SEMLEP;
 - 25.4.4.2. the Data Subject has enforceable rights and effective legal remedies;
 - 25.4.4.3. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist SEMLEP in meeting its obligations); and
 - 25.4.4.4. the Contractor complies with any reasonable instructions notified to it in advance by SEMLEP with respect to the processing of the Personal Data;
- 25.4.5. at the written direction of SEMLEP, delete or return Personal Data (and any copies of it) to SEMLEP on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 25.5. Subject to clause 25.6, the Contractor shall notify SEMLEP immediately if it:
 - 25.5.1. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 25.5.2. receives a request to rectify, block or erase any Personal Data;
 - 25.5.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 25.5.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

- 25.5.5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 25.5.6. becomes aware of a Data Loss Event.
- 25.6. The Contractor's obligation to notify under clause 25.5 shall include the provision of further information to SEMLEP in phases, as details become available.
- 25.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 25.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- 25.7.1. SEMLEP with full details and copies of the complaint, communication or request;
 - 25.7.2. such assistance as is reasonably requested by SEMLEP to enable SEMLEP to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 25.7.3. SEMLEP, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 25.7.4. assistance as requested by SEMLEP following any Data Loss Event;
 - 25.7.5. assistance as requested by SEMLEP with respect to any request from the Information Commissioner's Office, or any consultation by SEMLEP with the Information Commissioner's Office.
- 25.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- 25.8.1. SEMLEP determines that the processing is not occasional;
 - 25.8.2. SEMLEP determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data

relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

- 25.8.3. SEMLEP determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 25.9. The Contractor shall allow for audits of its Data Processing activity by SEMLEP or SEMLEP's designated auditor.
- 25.10. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 25.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
 - 25.10.1. notify SEMLEP in writing of the intended Sub-processor and processing;
 - 25.10.2. obtain the written consent of SEMLEP;
 - 25.10.3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - 25.10.4. provide SEMLEP with such information regarding the Sub-processor as SEMLEP may reasonably require.
- 25.11. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 25.12. SEMLEP may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 25.13. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. SEMLEP may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Schedule 2 - Processing, Personal Data and Data Subjects

1. The Contractor shall comply with any further written instructions with respect to processing by SEMLEP.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	
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Signed For and on behalf of South East Midlands Local Enterprise Partnership			
Name (Print)			
Position		Date	

Signed For and on behalf of the Supplier			
Name (Print)			
Position		Date	