Copy of Report approved at Private Board Session on 29 October 2026

Ymddiriedolaeth GIG Prifysgol Felindre
Velindre University NHS Trust

VELINDRE UNIVERSITY NHS TRUST

2026/2027 SERVICE LEVEL AGREEMENT

1. PARTIES TO THE AGREEMENT

This Service Level Agreement (SLA) is between Velindre University NHS Trust and Public Health Wales NHS Trust (NHS Wales Performance and Improvement (Wales Cancer Network)).

The contact points for the agreement are:

VELINDRE CANCER CENTRE

General
Ms Kate Hannam
Director – Cancer Services
Velindre Cancer Centre
Whitchurch
Cardiff
CF14 2TL

Tel: 01875 100
Email: kate.hannam2@wales.nhs.uk

Finance
Mr Matthew Bunce
Director of Finance
Velindre University NHS Trust
Unit 2, Charnwood Court,
Parc Nantgarw,
Nantgarw
Cardiff
CF14 2TL

Tel: 02920196952 / 07971284383
Email: Matthew.Bunce2@wales.nhs.uk

General
Corrina Casey
Director of Performance and Delivery
Wales Cancer Network
NHS Wales Performance & Improvement
Second Floor, Unit 1, Bocam Park
Oldfield Road
Bridgend
CF35 5LJ

Email: Corrina.casey@wales.nhs.uk

Finance
Claire Green
Director of Finance and Resource Utilisation
NHS Wales Performance & Improvement
Second Floor, Unit 1, Bocam Park
Oldfield Road
Bridgend
CF35 5LJ

Email: Claire.green2@wales.nhs.uk

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2. DURATION OF AGREEMENT

The agreement shall cover a 12-month period commencing on 1 April 2026 and shall be in force until 31 March 2027. The services and cost schedules will apply to the financial year only and will be updated annually. The SLA shall be reviewed and updated annually following the agreement of both parties.

This SLA shall not be terminated before the agreed end date without the express agreement of both parties or by either party following a 6 month written notice period. In the event that one party considers the other to have incurred a breach of the agreement, which is serious enough to jeopardise the successful delivery of the terms of the agreement, this will be managed through the disputes procedures as per section 4. Either party may wish to make amendments to the SLA in accordance with changes in service demand, patterns and delivery. Any intended changes must be the subject of joint discussion and agreed by both parties.

3. PURPOSE OF THE AGREEMENT

The agreement sets out the services and staff that NHS Wales Performance and Improvement (Wales Cancer Network) will fund the Provider in line with the Wales Cancer Network strategic agenda and taking into account clinical and other quality standards, including the Network's Cancer Improvement Plan 2023-26, waiting times targets and national / local priorities.

It also identifies the resources available to the Provider for the provision of services and staff commissioned in accordance with NHS Wales Performance and Improvement (Wales Cancer Network) financial strategy.

4. RESOLUTION OF DISPUTES

Where potential conflicts arise between the requirements of this agreement, and any national directives and circulars, the requirements of the latter shall take precedence.

The Commissioner and Provider are committed to work through any issues as they arise in a transparent manner to minimise the risk of dispute. However, if there is an issue that cannot be resolved the first level of escalation will be to Directors of Finance. The second level for escalation will be to Chief Executives. In the event of any dispute still not having been resolved the matter will be dealt with through binding external arbitration via the NHS Wales process.

5. FORCE MAJEURE NON-PERFORMANCE

Whilst The Commissioner would expect the Provider to routinely resolve service provision issues resulting from operational reasons there may be exceptional circumstances during the year which prevent the full discharge of the agreement through no fault of either party, e.g. major incident or national reallocation of capacity (infectious disease control).The Commissioner would expect immediate notification of any such factors as they are identified by the Provider. The Commissioner and Provider must then agree the likely impact and determine contingency plans. The Commissioner and Provider must also agree any appropriate adjustment to the agreement.

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6. FINANCIAL VALUE

Public Health Wales NHS Trust (NHS Wales Performance and Improvement) (The Commissioner): Velindre University NHS Trust (The Provider)

The Commissioner and Provider agree that for the sum **£1,325,693** the services & staff outlined in this agreement (**Appendix 1**) will be provided. This financial value reflects an uplift of 1.77% on prices consistent with the 2025/26 national framework agreement. The total contract value will be paid in 1/12 payments. Payment will be due on the 1st of each month.

SLA 2026/27	**£**
SLA: Baseline from 2025/26	**1,325,693**
NHS Wales – 1.11% Core Uplift	**14,715**
SLA Total	**1,340,408**

The SLA sum will be paid in 12 equal instalments due on the 1st of each month.

7. TERMS

The contract will operate on a Block basis. The services and staff that the contract funds are outlined in **Appendix 1**.

8. QUALITY REPORTING

The Commissioner will be provided with copies of the Trust standard quality reports on request.

9. PERFORMANCE MONITORING

The Commissioner will be provided with copies of the Trust standard performance monitoring reports on request.

10. COMPLIANCE WITH INFORMATION GOVERNANCE AND THE PROVISION AND FLOWS OF INFORMATION

If the Commissioner requests the provision of quality or performance information the Trust will comply with the following information governance requirements: -

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10.1 Sharing of personal information will be in accordance with all applicable laws, regulations and regulatory rules which govern the processing of personal data including (i) the Data Protection Act 1998 (as amended) (DPA), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any subsequent legislation enacted and duly in force from time to time including, from 25 May 2018, Regulation (EU) 2016/679 the General Data Protection Regulation (GDPR); and (ii) all Guidance and / or codes of practice issued from time to time by the Information Commissioners Office or relevant Government department, and any relevant rulings from time to time of the Information Commissioner or of the Courts of England and Wales relating to the processing of personal data.

10.2 In accordance with the principles of the Data Protection legislation), Providers will be required to share an amount of Person Data (PD) or Personal Identifiable Information (PII) in order for the Commissioner to validate activity requiring reimbursement. This includes full Commissioning Data Sets for outpatients, admissions, follow-ups and other clinical activity which should include, but not be restricted to, NHS number, date of birth, postcode registered GP and gender and be provided on a monthly basis.

10.3 As a general principle, all parties to the agreement should share relevant information in an open and transparent way ensuring all data flows are tested against basic principles of good practice as recommended by the Caldicott Committee and statutory and common law.

10.4 The Parties will comply with all applicable requirements of statutory and common law. This clause 10.4 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

10.5 The Parties will enter into a Data Processing Agreement that sets out the roles and responsibilities of the Controller (Commissioner) and Processor (Provider) to enable them to understand and comply with their obligations under statutory and common law. The Data Processing Agreement is at Appendix 2 to this Service Level Agreement

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11. Welsh Language Obligations

Each Party warrants and undertakes to not discharge its obligations under the Agreement in such a way as to render the other Party in breach of its obligations in respect of the Welsh language including but not limited to its obligations under the Government of Wales Act 2006, the Welsh Language Act 1993 or the Welsh Language (Wales) Measure 2011.

12. Well-being of Future Generations (Wales) Act 2015

Each Party undertakes to support the other in meeting its obligations under the Well-being of Future Generations (Wales) Act 2015 when performing the Services under the Agreement. Such assistance shall include the provision by each Party to the other information required to meet each Party's annual reporting requirements under the Well-being of Future Generations (Wales) Act 2015.

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13. SIGNATURES TO THE AGREEMENT

	for and on behalf of Velindre University NHS Trust	for and on behalf of NHS Wales Performance & Improvement (Wales Cancer Network)
Signature:		
Name:		Corrina Casey
Title:		Director of Performance and Delivery
Date:		
Signature:		
Name:		Dr Chris Clayton
Title:		Managing Director
Date:		20/10/2026
Signature:		
Name:	Matthew Bunce	Tracey Cooper
Title:	**Executive Director of Finance**	Chief Executive (of host organisation)
Date:		

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Appendix 1

Outline of Services and Staff Funded

Service Area	2025/26 LTA Value £	Impact / Outcome of Investment
Radiotherapy Capacity Funding (WG funding)	541,959	Recruitment of additional Medical Physics and Radiotherapy Staff to support compliance with the Suspected Cancer Pathway time-to-treatment target, National Optimal Pathways (NOPs) and mandated radiotherapy-specific time-to-treatment targets.
Radiotherapy Capacity to support compliance nationally mandated time-to-treatment targets for radiotherapy in Wales (IMPACT 2 funding)	387,113	Recruitment of additional Medical Physics and Radiotherapy Staff to support compliance with the Suspected Cancer Pathway time-to-treatment target, National Optimal Pathways (NOPs) and mandated radiotherapy-specific time-to-treatment targets.
Clinical Oncologist for Urological Cancers	124,123	Support compliance with the Suspected Cancer Pathway time-to-treatment target and National Optimal Pathways (NOPs) by ensuring oncological support to MDTs. Meet rising incidence of urological cancer particularly prostate cancer. Staff funded: 1.0WTE consultant oncologist
Systemic Anti-Cancer Therapy (SACT) Delivery at Prince Charles Hospital, Merthyr Tydful	105,073	Patients receive treatment much closer to home and increased SACT delivery capacity will help to support compliance with Suspected Cancer Pathway time-to-treatment target, National Optimal Pathways (NOPs) and mandated SACT-specific time-to-treatment targets. Staff funded: 1.2 wte clinic nurses, 0.5 wte IV Access Nurse
Support for Service Improvement in Therapy Radiography	55,301	Development of service improvement initiatives to increase capacity for radiotherapy treatment.
Enhanced dietetics service	19,663	Support delivery of National Optimal Pathway and compliance with other appropriate quality guidance for the management of cancers of the Head and Neck. Ensure dietetic input into Head and Neck MDTs. Maintenance and improvement in the nutritional status of those patients at high risk of malnutrition. Increased chances of survival by maintaining optimum nutrition. Improved access to specialist Oncology dieticians within the south-east region. Reduced hospital admissions by maintaining nutritional status and hydration in the community. Staff funded: 0.4 wte Dietitian

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MDT Co-ordinators	107,176	WCN funded co-ordinators time to support facilitation and administration of Multi-Disciplinary Team (MDT) meetings.
Total Cost of Services	**1,340,408**	

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Velindre University NHS Trust

Data Processing Agreement 2025-020

Data Processing Agreement for the services and staff that NHS Wales Performance and Improvement (Wales Cancer Network) will fund the Provider in line with the Wales Cancer Network strategic agenda and taking into account clinical and other quality standards, including the Network's Cancer Improvement Plan 2023-26, waiting times targets and national / local priorities.

Between Controller – Public Health Wales NHS Trust and Processor - Velindre University NHS Trust

Date:

Approved (29.10.26)

Where a processor carries out processing of personal data on behalf of a controller, Article 28(3) of the UK GDPR requires there to be a binding contract between the controller and the processor containing certain mandatory provisions.

A data processing agreement (DPA) is a contract signed between controllers and the processors that will handle their data and is intended to comply with the requirements of Article 28 of the UK GDPR.

A DPA sets out the nature, purpose and duration of the processing activities that will take place. It also specifies the types of personal data to be processed and the categories of individuals the data belongs to. It defines the rights and obligations the controller and processor will have.

This DPA template has been adopted for use by Velindre University NHS Trust. Once completed and signed by all parties to the agreement, the DPA will be a legally binding document.

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DATA PROCESSING AGREEMENT

PART 1: FRONT SHEET

A. The Controller(s) identified below wish to engage the party whose details are set out below (the **Processor**) to carry out the processing activities described in this Front Sheet, and the Processor wishes to carry out those activities.

B. Both Parties acknowledge and agree that they have specific obligations under the Data Protection Legislation with respect to Personal Data.

C. This Agreement sets out the nature, purpose and duration of the processing activities that will take place and also specifies the types of personal data to be processed and the categories of individuals the data belongs to. It defines the rights and obligations the Controller and Processor will have and contains the mandatory clauses required by Article 28(3) of the UK GDPR.

D. This Front Sheet and the Terms and Conditions at part 2 (together, this **Agreement**) record the obligations of the Parties in respect of these processing activities.

E. Where there is a conflict between the provisions of this Front Sheet and the Terms and Conditions, then the provisions of this Front Sheet shall prevail.

I.	**Date of Agreement:**		1st day of April 2025
II.	**Controller(s)**	**Name**	Public Health Wales NHS Trust
		Registered address	2 Capital Quarter Tyndall Street Cardiff CF10 4BZ
		Company number	N/A
		ICO registration number	
		Point of Contact:	John Lawson, Data Protection Officer
III.	**Processor:**	**Name**	Velindre University NHS Trust

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		Registered address	Unit 2 Charnwood Court Parc Nantgarw, Nantgarw Cardiff CF15 7QZ
		Company number	N/A
		ICO registration number	Z5021900
		Point of Contact:	Ian Bevan, Head of Information Governance and Data Protection Officer ian.bevan@wales.nhs.uk
IV.	**Subject matter of the processing:**		The services and staff that NHS Wales Performance and Improvement (Wales Cancer Network) will fund the Provider in line with the Wales Cancer Network strategic agenda and taking into account clinical and other quality standards, including the Network's Cancer Improvement Plan 2023-26, waiting times targets and national / local priorities.
V.	**Nature of the processing:**		The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.

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VI.	**Purpose of the processing**	To deliver additional staff resources, increase clinical capacity, support compliance with suspected cancer pathways, enable the treatment of patients closer to their homes and develop service improvement initiatives.
VII.	**Duration of the processing:**	For the duration of the overarching Service Level Agreement
VIII.	**Categories of Data Subject**	Patients, service users and Staff (including volunteers, agents, and temporary workers)
IX.	**Personal Data Processed as part of this Agreement:**	
X.	**Sub-processors**	**Name** / **Registered Address** / **Company number** / **ICO number**
XI.	**Minimum limit of insurance pursuant to clause 14.2**	N/A – internal NHS Wales activity
XII.	**Security Details**	NHS Wales bodies maintain full security architecture to ensure the integrity and confidentiality of data processed under their public task in accordance with national standards and guidance.
XIII.	**Plan for return and/or destruction of the Personal Data once the processing is complete (*unless* required by law to retain the Data)**	In accordance with the NHS Wales Records Management Code of Practice for Health and Social Care 2022

This Agreement has been entered into on the date stated on the Front Sheet.

Approved (29.10.26)

By signing below, the Parties are confirming this is a legally binding document.

Signed for and on the behalf of the Controller(s)

Signature : .....

Name : .....

Position : .....

Date : .....

Signed for and on the behalf of the Processor

Signature : .....

Name : .....

Position : .....

Date : .....

Approved (29.10.26)

PART 2: TERMS AND CONDITIONS

1. Definitions

1.1 In this Agreement the following terms shall have the following meanings:

1.1.1 **Data** means all data that is provided by the Controller(s) to the Processor, including Personal Data, and which is processed under this Agreement;

1.1.2 **Data Loss Event** any event that results, or may result, in unauthorised access by or disclosure to unauthorised third parties of the Personal Data held by the Processor under this Agreement, and/or actual or potential loss, damage, corruption and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

1.1.3 **Data Protection Legislation** means all applicable laws, regulations and regulatory rules which govern the processing of personal data and privacy including but not limited to (i) the Data Protection Act 2018 (ii) the UK GDPR (and to the extent it applies the EU GDPR) (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) (iv) any subsequent legislation enacted and duly in force from time to time relating to the processing of Personal Data and (v) all guidance and / or codes of practice issued from time to time by the Information Commissioner or relevant government department, and any relevant rulings from time to time of the Information Commissioner or of the Courts of England and Wales relating to the processing of Personal Data;

1.1.4 **Data Subject Request** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data;

1.1.5 **EIRs** the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the ICO or any relevant government body in relation to such regulations.

1.1.6 **FoIA** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the ICO or any relevant government body in relation to such Act;

1.1.7 **ICO** means the UK's Information Commissioner Office (or such organisation which may replace such

1.1.8 **Information** shall have the meaning given under section 84 of the FoIA and/or Regulation 2 of the EIRs;

1.1.9 **Party** shall refer to each of the Controller(s) and Processor who together shall be known as the **Parties**

1.1.10 **Personal Data**, **Data Subject**, **process**, **Personal Data Breach, Joint Controller(s)** and **Processor** have the meanings given in the Data Protection Legislation;

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

1.1.12 **Purpose** means the purpose set out in the Front Sheet.

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1.1.13 **Request for Information** has the meaning set out in section 8 of the FoIA and/or Regulation 5 of the EIRs and includes any apparent request for such Information;

1.1.14 **SCCs** means (i) the ICO's International Data Transfer Agreement for the transfer of personal data from the UK and/or (ii) the ICO's International Data Transfer Addendum to EU Commission 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 or such alternative clauses as may be approved by the UK from time to time;

1.1.15 **UK GDPR** and **EU GDPR** are as they are defined in section 3(10) of the Data Protection Act 2018; and

1.1.16 **Working Days** means Monday to Friday 09:00 to 17:00 excluding any statutory public holidays in Wales.

2. Appointment

2.1 In consideration of their compliance with their respective obligations under this Agreement, the Controller(s) appoints the Processor to process, and the Processor agrees to process, the Data for the Purpose and duration set out in the Front Sheet.

2.2 The Parties acknowledge that for the purposes of the Data Protection Legislation:

2.2.1 the Processor is a processor and Controller(s) are the controller(s) (and where there is more than one Controller they shall be Joint Controllers); and

2.2.2 the Controller(s) retain(s) control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation.

2.3 The Front Sheet sets out the scope, nature and purpose of processing by the Processor, the duration of the processing, the types of Personal Data and categories of Data Subject.

2.4 The only processing that the Processor is authorised by the Controller(s) to do is listed in Front Sheet and may not be determined by the Processor.

2.5 All parties will comply with all applicable requirements of the Data Protection Legislation. This Agreement is in addition to, and does not relieve, remove or replace, any Party's obligations under the Data Protection Legislation.

2.6 Without prejudice to the generality of clause 2.5, the Controller(s) will ensure that it has a valid legal basis in accordance with Article 6 of the UK GDPR to enable lawful transfer of the Personal Data to the Processor for the duration and purposes of this Agreement.

3. Obligations of the Processor

3.1 Without prejudice to the generality of clause 2, the Processor shall, in relation to the Data:

3.1.1 process Data only:

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3.1.1.1 on the written instructions of the Controller(s) and only to the extent, and in such manner, as is necessary for the Purpose of the processing (as set out on the Front Sheet of this Agreement) in accorance with the Controller's written instructions. The Processor 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; or

3.1.1.2 as required by the Data Protection Legislation or any other applicable law or any regulatory body. If the Processor is required by the Data Protection Legislation or any other applicable law or any regulatory bodyto process the Data, the Processor shall promptly notify the Controller before processing the Data unless prohibited by Law;

3.1.2 shall immediately inform the Controller(s) if it believes any instruction or processing is likely to breach any Data Protection Legislation or other applicable law;

3.1.3 not act in any way so as to cause the Controller(s) to breach of any of its obligations under the Data Protection Legislation;

3.1.4 comply promptly with any of the Controller(s)'s written instructions requiring the Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing;

3.1.5 at the written direction of the Controller(s) (and unless required by an applicable law to retain such Data), securely delete or return all Personal Data and copies thereof from all systems of the Processor (i) after the completion of the processing under this Agreement (ii) following termination or expiry of this Agreement or (iii) in any circumstance where the Controller is/are required to do so by the Data Protection Legislation, and provide written confirmation of this to the Controller(s). Where instructed to do so, the Processor must return all Personal Data to the Controller(s);

3.1.6 notify the Controller(s) immediately if the Processor or any of its employees, agents, sub-processors are requested to do any act which would infringe the Data Protection Legislation; and

3.1.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 3 and make such records available on request to the Controller(s).

3.2 The Processor shall designate its own data protection officer if required by the Data Protection Legislation.

4. Security

4.1 The Processor must at all times ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data and against accidental or unlawful loss,destruction, alteration, disclosure of, or damage to, Personal Data.

4.2 The Processor must implement such measures to ensure a level of security which is appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage of Personal Data. The measures in place shall ensure an appropriate level of security having regard to the nature of the Data to be protected, the risk involved, the state of technological development and the cost of implementing any measures.

4.3 Such measures shall include, but shall not be limited to, compliance with any Security Details set out in the Front Sheet.

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5. Data Protection Impact Assessment

5.1 If so required by the Controller(s), the Processor shall provide all reasonable assistance to the Controller(s) in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller(s), include:

5.1.1 a systematic description of the envisaged processing operations and the purpose of the processing;

5.1.2 an assessment of the necessity and proportionality of the processing operations;

5.1.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

5.1.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. Data Loss Event

6.1 The Processor shall immediately (and in any event within 24 hours of becoming aware of such Data Loss Event or potential Data Loss Event) notify the Controller(s) of any Data Loss Event or potential Data Loss Event.

6.2 Where the Processor becomes aware of Data Loss Event or potential Data Loss Event, it shall, without undue delay, also provide the Controller(s) with the following information:

6.2.1 description of the nature of the Data Loss Event, including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;

6.2.2 the likely consequences; and

6.2.3 a description of the measures taken or proposed to be taken to address the Data Loss Events including measures to mitigate its possible adverse effects.

6.3 Immediately following any Data Loss Event, the Parties will co-ordinate with each other to investigate the matter.

6.4 The Processor shall at its own cost and at no additional cost to the Controller(s) co-operate with the Controller(s), including:

6.4.1 assisting with any investigation;

6.4.2 providing access to the Processor's facilities, systems and Processor Personnel;

6.4.3 take reasonable and prompt steps to mitigate the effects and to minimise any damage resulting as a result of the Data Loss Event or otherwise required by the Controller(s); and

6.4.4 make available all relevant records, logs, files, Processor Personnel and other materials required to comply with Data Protection Legislation or reasonably required by the Controller(s).

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6.5 The Processor's obligation to notify under clause 6.1 shall include the provision of further information to the Controller(s), as details become available.

6.6 The Processor shall not inform any third party or regulator of any such Data Loss Event without first obtaining the Controller(s)' prior written consent (except where required to do so by law).

6.7 The Processor agrees that the Controller(s) has the sole right to determine:

6.7.1 whether to provide notice of the Data Loss Event to any Data Subjects, the ICO, other regulators, law enforcement agencies or others, as required by law or regulation or in the Controller(s)'s discretion, including the contents and delivery method of the notice; and

6.7.2 whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

7. Data Subject Requests, complaints and third-party rights

7.1 The Processor shall assist the Controller(s) in, and take such technical and organisational measures as may be appropriate, and promptly provide such information to the Controller(s) as the Controller(s) may reasonably require, to enable the Controller(s) to:

7.1.1 comply with:

7.1.1.1 the rights of Data Subjects under Data Proetction Legislation, including responding to any Data Subject Requests; and

7.1.1.2 information or assessment notices served on the Controller(s) by the ICO or other relevant regulator under the Data Protection Legislation

7.1.2 ensure compliance with the Controller's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

7.2 The Processor shall notify the Controller(s) immediately and in any case by the end of the next Working Day if it receives:

7.2.1 a Data Subject Request (or purported Data Subject Request);

7.2.2 a request to rectify, block or erase any Personal Data;

7.2.3 any other request, complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to the Processor or Controller(s)'s compliance with the Data Protection Legislation;

7.2.4 receives a request from any third party for the disclosure of the Data (including where where compliance with such request is required or purported to be required by applicable law);

7.2.5 any communication from the ICO or any other regulatory authority in connection with Personal Data processed under this Agreement; or

7.2.6 fully co-operate and assist the Controller(s) in responding to any complaint, notice, communication or Data Subject request.

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7.3 The Processor's obligation to notify under clause 7.2 shall include the provision of further information to the Controller(s), as details become available.

7.4 The Processor shall not respond to any complaint, communication or request made unless the Controller(s)' direct it to do so in writing.

7.5 The Processor shall provide the Controller(s) (at no additional cost to the Controller(s)) with full co-operation and assistance in relation to the Controller(s)'s obligations under Data Protection Legislation and any complaint, communication or request made (and insofar as possible within the timescales reasonably required by the Controller) including but not limited to promptly providing:

7.5.1 the Controller with full details and copies of the complaint, communication or request;

7.5.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation;

7.5.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

7.5.4 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

7.6 The Processor must not disclose the Personal Data to any Data Subject or to a third party other than in accordance with the Controller(s)'s written instructions, or as required by applicable law.

8. Sub-processors

8.1 The Processor is not permitted to subcontract any activity that will involve a third party processing the Personal Data without the Controller(s) prior written consent.

8.2 The Processor shall only authorise a third party (each a **"Sub-contractor"**) to process the Personal Data if:

8.2.1 the Controller(s) provide(s) prior written consent prior to the appointment of each subcontractor;

8.2.2 the Processor enters into a written contract with the subcontractor 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 Controller(s) written request, provides the Controller(s) with copies of such contracts;

8.2.3 the Processor maintains control over all Personal Data it entrusts to the subcontractor; and

8.2.4 the subcontractor's contract terminates automatically on termination of this Agreement for any reason.

8.3 Those subcontractors approved as at the commencement of this Agreement are as set out on the Front Sheet.

Approved (29.10.26)

8.4 The Processor must list all approved subcontractors in the Front Sheet, this includes any subcontractor's name and location and contact information for the person responsible for privacy and data protection compliance.

8.5 Where the subcontractor fails to fulfil its obligations under such written agreement, the Processor remains fully liable to the Controller(s) for the Sub-contractor's performance of its Agreement obligations.

8.6 On the Controller's written request, the Processor will audit a subcontractor's compliance with its obligations regarding the Controller's Personal Data and provide the Controller with the audit results.

9. International data transfers

9.1 The Processor shall not transfer any Personal Data outside of the UK or European Economic Area without the prior written consent of the Controller(s) (which may be withheld in its absolute discretion). Any transfer outside the European Economic Area shall also be subject to the Processor complying with Chapter 5 of the UK GDPR.

9.2 If any Personal Data transfer between the Controller(s) and the Processor requires execution of SCCs in order to comply with the Data Protection Legislation (where the Controller(s) is/are the entity exporting Personal Data to the Processor outside the Uk and EEA), the Parties will complete all relevant details in, and execute, the SCCs and take all other actions required to legitimise the transfer.

10. Confidentiality

10.1 The Processor shall ensure that all Personal Data is treated and maintained as confidential information and is not published, disclosed or divulged to any third party by the Processor or any of its employees, workers or contractors, unless directed in writing to do so by the Controller(s) unless required by any applicable law, court or regulator (including the ICO). If any applicable law, court or regulator (including the ICO) requires the Procesor to process or disclose the Personal Data to a third party, the Processor must first inform the Controller(s) of such legal or regulatory requirement and give the Controller(s) an opportunity to object or challenge the requirement, unless the applicable law prohibits the giving of such notice.

10.2 The obligations placed on the Processor in this clause 3 will also apply to all non-personal data and the information contained within the Data. The Processor, its employees, servants, agents or sub-contractors accept this duty of confidentiality regarding all non-personal data.

10.3 The obligations relating to confidentiality set out in clause 10 shall survive termination or expiry of this Agreement.

11. Processor Personnel

11.1 The Processor shall:

11.1.1 ensure that Processor Personnel do not process Data except in accordance with this Agreement;

11.1.2 ensure that the Personal Data is not made available by default to all employees, workers or contractors of the Processor or any sub-contractor and only to such individuals as are strictly required in order to meet the obligations under this Agreement have access to the Personal Data; and

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11.1.3 take reasonable steps to ensure the reliability and integrity of Processor Personnel who have access to the Personal Data;

11.1.4 ensure that any Processor Personnel authorised to process the Personal Data are:

11.1.4.1 are aware of and comply with the Processor's duties under this Agreement;

11.1.4.2 are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

11.1.4.3 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 the Controller or as otherwise permitted by this Agreement; and

11.1.4.4 have undergone adequate training in the use, care, protection and handling of personal data.

12. Rights of the Controller(s)

12.1 The Controller(s) is/are entitled, on giving not less than five (5) Working Days' notice to the Processor, to inspect, appoint representatives to inspect, or to permit regulators, auditors or the ICO (or their representatives) to attend, access and/or inspect all facilities, equipment, documents and electronic data relating to the processing of Data by the Processor under this Agreement. The Controller shall, and shall ensure that its officers, employees and representatives performing such inspection shall, keep everything discovered in respect of the inspection strictly confidential including so as to comply with all reasonable confidentiality requirements of the Processor.

12.2 Save in respect of a regulator (who shall be permitted unfettered access), the Controller(s) will carry out such audit during normal working hours.

12.3 The requirement to give notice under clause 12.1 will not apply if the Controller(s) reasonably believes that the Processor is in material breach of any of its obligations under this Agreement.

13. Term and termination

13.1 Unless terminated in accordance with clause 13.2, this Agreement shall continue in full force and effect until the completion of the processing activities set out on the Front Sheet and thereafter until all Personal Data has been securely deleted or returned to the Controller(s) in accordance with clause 3.1.5.

13.2 This Agreement may be terminated:

13.2.1 immediately by the Controller(s), if the Processor commits any breach of its obligations under this Agreement; or

13.2.2 at any other time by either Party on one month's prior written notice to the other Party.

14. Indemnity

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14.1 The Processor must on an ongoing basis fully and effectively indemnify and hold harmless and defend at its own expense the Controller(s) against all claims, expenses, costs (including reasonable legal costs), damages, losses, demands and regulatory fines awarded against or incurred or paid by the Controller(s) arising as a result of the Processor's negligence or any breach of the terms of this Agreement.

14.2 The Processor shall insure against its liability under this clause 14 with a minimum aggregate limit of indemnity in the amount set out in the Front Sheet or such other sum as may be agreed between the Controller(s) and the Processor in writing.

14.3 For the duration of this Agreement, the Processor shall maintain employer's liability insurance in respect of the Processor's staff in accordance with any legal requirement for the time being in force.

14.4 Nothing in this Agreement excludes or limits the liability of either Party for:

14.4.1 death or personal injury caused by such Party's negligence;

14.4.2 fraud or fraudulent misrepresentation; or

14.4.3 any other liability which cannot lawfully be excluded or limited

15. Freedom of Information

15.1 The Processor acknowledges that the Controller(s) may be a public authority for the purpose of FoIA and/or EIRs.

15.2 The Processor shall:

15.2.1 notify receipt of any Requests for Information in connection with the Data to the Controller(s) as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information and comply with any instructions provided by the Controller(s);

15.2.2 not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.

15.2.3 provide the Controller(s) with a copy of all Information in its possession or power in the form that the Controller(s) requires in connection with a Request for Information within five (5) Working Days (or such other period as the Controller(s) may specify) of the Controller(s) requesting that Information; and

15.2.4 provide all necessary assistance and cooperation as reasonably requested by the Controller(s) to enable the Controller(s) to comply with its obligations under the FoIA and EIRs within the time for compliance set out in section 10 of the FoIA or Regulation 5(2) of the EIRs;

15.3 The Processor acknowledges that the Controller(s) may be required under the FoIA and EIRs to disclose Information (including information about this Agreement itself or the services provided by the Processor) without consulting or obtaining consent from the Processor. The Controller(s) shall take reasonable steps to notify the Processors of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FoIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this

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Agreement) the Controller(s) shall be responsible for determining in its absolute discretion whether any Information and/or any other information is exempt from disclosure in accordance with the FoIA and EIRs.

15.4 The Processor acknowledges that the Controller(s) may publish basic details of the Agreement in the appropriate log under the Controller's Publication Scheme.

16. Miscellaneous

16.1 No variation of this Agreement shall be valid unless in writing and signed by, or on behalf of, each of the Parties.

16.2 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may upon giving the Processor not less than 30 Working Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

16.3 Any notice given to a Party under or in connection with this **Agreement** must be in writing and delivered to the relevant Party's Point of Contact (as set out in the Front Sheet and as may be amended by the relevant Party by written notice to the other Party). 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.

16.4 This Agreement constitutes the entire agreement between the Parties in respect of the processing of Personal Data described on the Front Sheet and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.

16.5 A person who is not a Party to this Agreement shall not have any rights under or in connection with it.

16.6 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 as applied in Wales.

16.7 The Parties irrevocably agree that the courts of England and Wales sitting in Cardiff, shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

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