



## CONTRACT BETWEEN THE SERVICE PROVIDER AND THE SERVICE RECIPIENT

This Contract is made between:

- 1) [INSERT TITLE OF CHIEF CONSTABLE/COMMISSIONER] of [INSERT REGISTERED ADDRESS] (a "Service Recipient"); and,
- 2) Pervade Software Ltd of Castle Court, 6 Cathedral Road, Cardiff, CF11 9LJ (the "Service Provider") (together, 'the Parties').

**WHEREAS** The Mayor and Commonalty and Citizens of the City of London of Guildhall, PO BOX 270, London EC2P 2EJ have entered into an Agreement with Pervade Software Ltd of Castle Court, Cardiff, CF11 9LJ dated [INSERT DATE] for the provision of Police CyberAlarm

**AND WHEREAS** that Agreement grants the Customer the right to licence Police CyberAlarm and its constituent parts to other law enforcement entities, defined in that agreement as 'Service Recipients'

**AND WHEREAS** the Service Recipients are granted certain rights and benefits under that Agreement

**AND WHEREAS** the Service Provider requires, as a condition of the grant of licences to the Service Recipients, that the Service Recipients provide certain warranties and indemnities to the Service Provider

**AND WHEREAS** the Service Recipients and Service Provider wish to comply with their respective obligations under the Data Protection Legislation and other Law

### 1. Definitions

- 1.1. Unless otherwise detailed below, words and phrases used in this Contract shall have the same meaning as in the Agreement, unless the context otherwise requires:
  - 1.1.1. **'Agreement'** means the agreement for the IT Services described in the Order Form with Purchase Order No. 952674, Revision 0 issued by the Customer comprising the Particulars, the Standard Terms and Conditions and the Special Terms and Conditions, if any.
  - 1.1.2. **'Background IPR'** means the Intellectual Property Rights of a Party which existed prior to the date of the Contract and Agreement, or which have been created outside the scope or contemplation of the Contract and Agreement.
  - 1.1.3. **'Commencement Date'** means the date of commencement of the Agreement, being 31 October 2021.
  - 1.1.4. **'Service Recipient Data'** means the Data, information, text, media content, features, products, services, advertisements, promotions, ontology, Links, pointers, technology, software, and databases for publication (including without limitation, literary, artistic, audio and visual content), including any publication or information created by or for the Service Recipient in the context of the IT Services, and shall include Content and CRM Information, which shall form part of the Customer Data.
  - 1.1.5. In this Contract, the expressions **'Data'**, **'Controller'**, **'Data Subject'**, **'Processor'**, **'Processing'**, **'Personal Data'**, and **'Personal Data Breach'** have the same meaning as in Article 4 of GDPR.
  - 1.1.6. **'Data Protection Legislation'** means (i) The General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (EU) 2016/680), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the Protection of Freedoms Act 2012, and any applicable implementing laws as amended from time to time; (ii) the Data Protection Act 2018; and (iii) all applicable law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply about the processing of personal data and privacy.



- 1.1.7. **'Foreground IPR'** means the Intellectual Property Rights created pursuant to and in contemplation of the Agreement as part of the project.
- 1.1.8. **'Initial Term'** means the period expiring one year from the Commencement Date.
- 1.1.9. **'Subsequent Term'** means the two (2) one (1) year periods commencing on an anniversary of the Commencement Date following expiry of the Initial Term or a previous Subsequent Term.
- 1.1.10. **'Sub-processor'** means any third party appointed to process Personal Data on behalf of the Service Provider related to the Agreement and this Contract.
- 1.1.11. **'Intellectual Property Rights'** or **'IPR'** means any copyright, database rights, design rights, domain name rights, patents, trademarks or service marks and all other intellectual property rights whether registered or not, and applications for such rights.
- 1.1.12. **Criminal Conviction and Offence Data** has the same meaning as in s11(2) Data Protection Act 2018.
- 1.1.13. **GDPR** means the General Data Protection Regulation (Regulation (EU) 2016/679).
- 1.1.14. **LED** means the Law Enforcement Directive (Directive (EU) 2016/680).
- 1.1.15. **Data Loss Event** means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
- 1.1.16. **Police Data** means any Data including Personal Data and Special Categories of Personal Data, to be provided to, or collected by, the Processor and processed on behalf of the Controller as identified in this Contract.
- 1.1.17. **Contract** means this Data Processing Contract together with its schedules and all other documents attached to or referred to as forming part of this Contract.
- 1.1.18. **Law** means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply.
- 1.1.19. **Lead Controller** shall mean the Commissioner of the City of London Police, or such other Service Recipient or other entity as may be notified to the Service Provider in writing from time to time.
- 1.1.20. **Access to Information Legislation** means the Freedom of Information Act 2000 ("FoIA"), the Environmental Information Regulations 2004 ("EIR"), the Code of Practice on Access to Government Information, and any common law obligations in relation to the right of access to public information.

## 2. Interpretation

- 2.1. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Contract and, unless otherwise stated, references to clauses and schedules are references to the clauses of and schedules to this Contract;
- 2.2. Any reference to any enactment or statutory provision shall be deemed to include a reference to such enactment or statute as extended, re-enacted, consolidated, implemented or amended and to any subordinate legislation made under it.
- 2.3. The word 'including' shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word 'include' and its derivatives shall be construed accordingly.
- 2.4. In the event of any conflict between, on the one hand, the terms of the Agreement and, on the other hand, the terms of this Contract, the terms of the Agreement shall prevail.

## 3. Entire Agreement



- 3.1. Without prejudice to the rights and obligations granted to and/or imposed upon the Parties under the Agreement, except for fraud and fraudulent misrepresentation, this Contract supersedes all prior agreements, arrangements and undertakings between the Parties and constitutes the entire agreement between the parties relating to the subject matter of this Contract. The parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated herein.

#### **4. Duration**

- 4.1. This Contract shall start on the later of:
  - 4.1.1. the Commencement Date; or,
  - 4.1.2. the date it is signed by the Service Recipient.
- 4.2. Unless the Agreement or this Contract is terminated in accordance with their respective terms, this Contract shall expire on the later of:
  - 4.2.1. the expiry of the Initial Term of the Agreement; or,
  - 4.2.2. the expiry of any Subsequent Term of the Agreement.

#### **5. Consideration**

- 5.1. In consideration of the mutual exchange of obligations set out herein, and having regard to the terms of the Agreement, the Parties agree to the terms of this Contract.

#### **6. Data Protection**

- 6.1. For the avoidance of doubt, under the Agreement the Service Provider owes the Service Recipient certain obligations, which the Service Recipient is entitled to enforce as a third party, and the provisions of this clause 6 supplement the provisions of the Agreement.
- 6.2. The Service Recipient shall own (or shall have the right to use) all right, title and interest in and to all of the Service Recipient Data.
- 6.3. In respect of Personal Data, the Service Recipient undertakes to comply with the provisions of the Data Protection Legislation in connection with the Service Recipient Data and any other Customer Data to which it has access.
- 6.4. The Parties acknowledge and agree that for the purposes of the Data Protection Legislation, the Service Recipient is the Controller, and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is recorded at Part D of the Agreement and replicated at Annex 1 for and on behalf of the Service Recipient and may not be determined by the Service Provider.
- 6.5. The Parties agree to take account of any guidance issued by the Information Commissioner or other relevant supervisory authority and the Customer may, on behalf of the Service Recipient and other Controllers, on not less than 30 Working Days' notice to the Service Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

#### **7. Confidentiality**

- 7.1. The Parties undertake, except as provided below, to treat as confidential and keep secret the Confidential Information, with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices, provided that, this clause shall not extend to any information which was rightfully in the possession of either Party prior to the commencement of the negotiations leading to the Agreement or this Contract or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause or any obligation on the Service Provider in the Agreement or this Contract).
- 7.2. A Party shall not without the prior written consent of the other relevant Party divulge any part of the Confidential Information to any person, other than the Customer, except:

- 7.2.1. to their own directors, officers, employees, servants, sub-contractors and agents and then only to those persons who need to know the same;
  - 7.2.2. to either Party's auditors, an officer of Inland Revenue, an officer of HM Revenue and Customs, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right duty or obligation to know the business of the other party and then only in pursuance of such right duty or obligation;
  - 7.2.3. where it must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure by the Customer pursuant to Access to Information Legislation, save where an exemption applies; or
  - 7.2.4. to any person who is for the time being appointed by either Party to maintain the equipment on which the Software is for the time being used (in accordance with the terms of the Agreement and this Contract) and then only to the extent necessary to enable such person to properly maintain the equipment.
- 7.3. The Parties undertake to ensure that persons and bodies referred to in clause 7.2 above are made aware before the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the other Party.
- 7.4. The Service Recipients shall promptly notify the Service Provider if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Confidential Information and shall give the Service Provider all reasonable assistance in connection with any proceedings which it may institute against such person for breach of confidence.

## **8. Intellectual Property**

- 8.1. The Service Recipient warrants that all Intellectual Property Rights including but not limited to the Service Recipients' software, databases, graphics, diagrams, charts, sound and Service Recipient Data which shall be used and/or which is necessary for the Service Provider to access and use, is either the Service Recipient's property or is legally licensed to the Service Recipient to permit access and use by the Service Provider for the purpose of the IT Services.
- 8.2. The Service Recipient grants to the Service Provider a limited licence to use the Service Recipient's Foreground IPR for the purposes of the Agreement and this Contract.
- 8.3. All Intellectual Property Rights in the Service Recipient's software and Service Recipient Data created for and under this Agreement is the Service Recipient's and/or its licensors' Foreground IPR.
- 8.4. The Service Recipient grants to the Service Provider a limited, non-transferable, non-exclusive, royalty-free licence to use only such of the Service Recipient's and its licensors' Intellectual Property Rights as is required, solely to enable the Service Provider to deliver the IT System and to perform the IT Services.
- 8.5. Each Party recognises that the other Party's business relies upon the protection of its Intellectual Property Rights and that in the event of a breach or threatened breach of Intellectual Property Rights, the other Party shall be caused irreparable damage and such other Party may therefore be entitled to injunctive or other equitable relief to prevent a breach or threatened breach of its Intellectual Property Rights.
- 8.6. If a Party learns of any claim of infringement of the other Party's Intellectual Property Rights it shall promptly notify the other party.
- 8.7. In the event that, in the Service Provider's reasonable opinion, the use of the IT System is or may become the subject of an Intellectual Property Claim and the Service Provider cannot obtain for the Service Recipient the right to continue using the IT System which is the subject of the Intellectual Property Claim and cannot replace or modify the IT system which is the subject of the Intellectual Property Claim so it becomes non-infringing, the Service Recipient shall cease using the IT System which is the subject of the Intellectual Property Claim.

## **9. Co-operation with Service Provider**

- 9.1. The Service Recipient acknowledges that its close involvement is essential to ensure that the IT Services successfully meet the Customer's requirements, and shall co-operate with the Service Provider's Representative, officers, employees and other independent consultants, and those of the Customer, whenever necessary or desirable in the performance of IT Services.
- 9.2. The Service Recipient shall appoint a Representative (identified at Schedule B) who is assigned to oversee the successful performance and delivery of the IT Services to the Service Recipient. The Service Recipient may change the identity of the Service Recipient's Representative or any of the details of the Service Recipient's Representative on written notice to the Customer and Service Provider.
- 9.3. If requested by the Service Provider and agreed by the Service Recipient to be necessary and expedient to the Service Provider's compliance with its obligations to the Service Recipient under the Agreement and this Contract, the Service Recipient shall provide a desk and wi-fi facilities for the use of the Service Provider on a licence-at-will basis.
- 9.4. In order for the Service Provider to be able to provide the Support Services to the Service Recipient, the Service Recipient shall:
  - 9.4.1. ensure that appropriate arrangements are put into place to allow remote access to the IT System, acceptable to the parties, or where remote access is not possible, to provide physical access to such premises of the Service Recipient as the Service Provider shall reasonably require, unless the instruction or requirement can be performed by the Service Recipient at the direction of the Service Provider;
  - 9.4.2. continue to maintain any IT System requirement in accordance with the minimum operating requirements from time to time as notified by the Service Provider or the owner thereof; and,
  - 9.4.3. ensure that staff are properly and adequately trained to a level of competence in relation to the IT System, in accordance with Service Provider's guidelines on training.

## **10. Access to Information**

- 10.1. The Service Recipient acknowledges the Service Provider's request that the information identified at Part F of the Agreement be classified as reserved information under the Access to Information Legislation and not disclosable by the Service Recipient to third parties.

## **11. Dispute Resolution**

- 11.1. If any dispute arises between the Parties in connection with the Agreement or this Contract, a director or other senior representative of each the Parties with authority to settle the dispute shall, within 14 days of a written request from one Party to the other, meet in good faith to resolve the dispute, together with a representative(s) of the Customer.
- 11.2. If the dispute is not wholly resolved at that meeting, the Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. The Customer shall be entitled to attend and participate in such mediation. Unless otherwise agreed between the parties within fourteen (14) days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a Party must give an Alternative Dispute Resolution notice in writing ('ADR Notice') to the other Party, referring the dispute to mediation. A copy of the referral should be sent to CEDR.
- 11.3. Unless otherwise agreed, the mediation will start not later than twenty-eight (28) days after the date of the ADR Notice.
- 11.4. No Party may commence any arbitration or legal proceedings in relation to any dispute arising out of the Agreement or this Contract until it has attempted to settle the dispute by mediation and either the mediation has terminated, or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

## **Liability**

- 11.5. For the avoidance of doubt, the Parties' respective liability to the other shall be limited by and subject to the terms of the Agreement.
- 11.6. In particular, except as otherwise prohibited by law, the total liability of the Service Recipient to the Service Provider for any claims, losses, damages, costs and expenses arising under the Agreement or otherwise for any cause whatsoever, including under this Contract, shall be limited to the value of the monies paid to the Service Provider by the Customer under the Agreement.
- 11.7. The Parties acknowledge and agree that the limitations contained in this clause 12 and in the Agreement are commercially reasonable in the light of the nature of the IT Services, the identity of the Customer and Service Recipient and all the relevant circumstances relating to delivery of the IT Services.

## **12. Variation**

- 12.1. This Contract may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except in writing signed by a duly authorised officer or Representative of each of the Parties and the Customer.
- 12.2. Any change to this Contract shall be conducted in accordance with the provisions of the Agreement, including a Change Control Notice.

## **13. Termination**

- 13.1. The Service Recipient shall be entitled to terminate this Contract for convenience at any time on thirty (30) days written notice to the Service Provider and the Customer.
- 13.2. The Service Recipient may terminate this Contract forthwith on giving notice in writing to the Service Provider and Customer:
  - 13.2.1. if the Service Provider breaches any obligation to the Service Recipient under any of the following provisions:
    - 13.2.1.1. clause 19 of the Agreement (Confidential Information);
    - 13.2.1.2. clause 20 of the Agreement (Customer Data and Data Protection);
    - 13.2.1.3. clause 21 of the Agreement (Freedom of Information); or,
    - 13.2.1.4. clause 22 of the Agreement (Security and Control).
- 13.3. On expiry or termination of this Contract for any reason the Service Provider shall:
  - 13.3.1. co-operate with the Service Recipient's requirements to return, destroy or delete (or to procure the return, destruction or deletion thereof) all:
    - 13.3.1.1. the Service Recipients' Confidential Information under its control or in its possession, unless and to the extent that such Confidential Information forms part of the Confidential Information of another service recipient;
    - 13.3.1.2. the Service Recipient Data, or media containing the Service Recipient Data or other materials provided by the Service Recipient, unless and to the extent that such Data or materials form part of the Data of another controller; and
    - 13.3.1.3. the Service Recipient owned property in the possession or control of the Service Provider or its sub-contractors, to the Service Recipient;
  - 13.4. deliver to the Customer a Certificate of Return, Destruction or Deletion signed and dated by a board director within 28 days of the contract expiry or termination.
- 13.5. Any termination of this Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party.





#### **14. Survivorship**

- 14.1. The provisions of any clause which by implication intended to come into or continue in force on or after termination shall by its nature be deemed to survive the termination of this Contract.

#### **15. Agency, Partnership**

- 15.1. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement and this Contract.

#### **16. Notices**

- 16.1. All notices under this Agreement shall be in writing.
- 16.2. Notices shall be deemed to have been duly given:
- 16.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
  - 16.2.2. when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
  - 16.2.3. on the fifth (5th) business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - 16.2.4. each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

#### **17. Severance**

- 17.1. If any provision of the Agreement or this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and/or this Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and this Contract and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement or this Contract.

#### **18. Assignment**

- 18.1. This Contract is personal to the Service Provider and neither this Contract nor any rights, licences or obligations under it, may be assigned by the Service Provider, without the prior written approval of the Service Recipient and the Customer.

#### **19. Duplicates**

- 19.1. This Agreement shall be executed in duplicate, each of which shall be an original, and the duplicates shall together constitute one and the same agreement.

#### **20. Costs and Expenses**

- 20.1. Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Contract, and any other agreements the parties are required to enter into as specified in this Contract.

#### **21. Law and jurisdiction**



- 21.1. This Contract and all matters arising from it, including dispute resolutions, shall be governed by and construed in accordance with the Laws of England, and the Parties submit to the exclusive jurisdiction of the English Courts.



## SCHEDULE A

### Processing, Personal Data and Data Subjects

1. The Service Provider shall comply with any further written instructions with respect to processing by Customer.
2. Any such further instructions shall be incorporated into this Annex.

<b>Subject matter of the processing</b>	<p>The subject matter of the processing is the operation of Police CyberAlarm, which concerns the gathering, collation and analysis of data, including personal data primarily in the form of IP addresses, to identify suspicious cyber activity against UK public and private sector organisations with a view to understanding the nature and scale of the cyber threat to the UK, contributing to the prevention of and protection from such threat, and enabling its investigation, disruption and the taking of diversion/enforcement action.</p>
<b>Duration of the processing</b>	<p>The processing shall commence no sooner than the Commencement Date as specified in the Order Form and shall conclude upon the deletion/return of personal data following the expiry of the Initial Term, or any Subsequent Term or other permitted extension of the term of the Agreement or otherwise upon termination of the Agreement, in accordance with the requirements of Part A clause 14.2 of the Agreement and this Part D clause 1.4(e).</p> <p>It should be noted that not all categories of personal data will necessarily be processed from the outset of the duration of processing.</p>
<b>Nature and purposes of the processing</b>	<p>The purpose(s) of the processing are the law enforcement purposes, i.e., the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security (see s31 Data Protection Act 2018).</p> <p>The nature of the processing activities includes the:</p> <ul style="list-style-type: none"> <li>• Collection;</li> <li>• Filtering;</li> <li>• Encryption;</li> <li>• Transmission;</li> <li>• Structuring;</li> <li>• Recording;</li> <li>• Storage;</li> <li>• Data matching/alignment;</li> <li>• Analysis;</li> <li>• Categorisation;</li> <li>• Scoring;</li> <li>• Retrieval;</li> <li>• Consultation;</li> </ul>

	<ul style="list-style-type: none"> <li>• Use;</li> <li>• Data sharing/disclosure; and,</li> <li>• Erasure/destruction.</li> </ul> <p>Some of these activities may be conducted through machine learning.</p> <p>Other data is processed on the basis that it is necessary for the performance of a task carried out in the public interest or in the exercise of official authority.</p>
<p><b>Type of Personal Data</b></p>	<p>The data processed will include personal data, including sensitive personal data and special category/criminal conviction and offence data.</p> <p>In respect of Police/law enforcement entity officers and staff:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• .pnn/law enforcement entity email address</li> <li>• Force/law enforcement organisation</li> <li>• Rank/role</li> <li>• User credentials: email/password</li> <li>• Phone number</li> <li>• User group</li> <li>• Usage / logging data</li> </ul> <p>Member organisation staff/their representatives:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Organisation (name &amp; company registration number)</li> <li>• Role / job title</li> <li>• Business Address</li> <li>• Region</li> <li>• Email address</li> <li>• Telephone number</li> <li>• Role</li> <li>• User credentials: username &amp; password</li> <li>• Third party representative name</li> <li>• Third party representative email address</li> <li>• Payment data</li> <li>• Passcode</li> <li>• IP address</li> <li>• Usage data</li> <li>• Other personal data provided by member organisation staff/their representatives</li> </ul>

	<p>Individuals suspected of involvement in suspicious activity:</p> <ul style="list-style-type: none"><li>• IP address</li><li>• Domain visited</li><li>• Sender email address</li><li>• Sender handle</li><li>• Recipient email address</li><li>• Email subject</li><li>• Email attachment filename</li><li>• Mail ID</li><li>• Location data:<ul style="list-style-type: none"><li>○ Continent</li><li>○ Country</li><li>○ City</li><li>○ Postcode</li><li>○ Latitude</li><li>○ Longitude</li><li>○ Force area</li><li>○ Force region</li><li>○ Confidence in accuracy of location data</li></ul></li><li>• ISP</li><li>• IP address host</li><li>• IP address owner</li><li>• Connection type, including whether a VPN or TOR is being used</li><li>• Device name</li><li>• Device ID</li><li>• Time zone</li><li>• Conduct data</li><li>• User agent</li><li>• Page sought to be accessed</li><li>• Page from which user was referred to page sought to be accessed</li><li>• Event ID</li><li>• Request type, i.e. to get/view, post etc</li><li>• Harm score of conduct</li><li>• Resolvability of conduct</li><li>• Postcode</li></ul>
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	<p>Other users of member organisation's network, website, web apps, etc, including staff and third parties:</p> <ul style="list-style-type: none"> <li>• IP address</li> <li>• Domain visited</li> <li>• Sender email address</li> <li>• Recipient email address</li> <li>• Email subject</li> <li>• Email attachment filename</li> <li>• Device name</li> <li>• Device ID</li> <li>• Time zone</li> <li>• Country</li> <li>• Conduct data</li> </ul> <p>PCA website visitors:</p> <ul style="list-style-type: none"> <li>• Visitor IP address;</li> <li>• Site from which user visited PCA website</li> <li>• PCA site usage.</li> </ul>
<b>Categories of Data Subject</b>	<p>Categories of data subject are:</p> <ul style="list-style-type: none"> <li>• Police/law enforcement entity officers and staff;</li> <li>• Member organisation staff/their representatives;</li> <li>• Individuals suspected of involvement in suspicious activity;</li> <li>• Other users of member organisation's network, website, web apps, etc, including staff and third parties;</li> <li>• Visitors to PCA website.</li> </ul>
<b>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</b>	<p>At the conclusion of the Initial Term or any Subsequent Term or other permitted extension of the Agreement or Contract or upon termination of the Contract, or at such time specified by the Customer prior to the conclusion of the Agreement to enable the efficient transfer of services to another provider, the Supplier shall promptly return all data to the Customer and/or relevant Service Recipient or transfer them directly to the new provider, and shall securely destroy all copies of data processed pursuant to the Agreement in accordance with any of the Customer's written instructions and in any event no later than thirty (30) days from the conclusion of the Agreement or Contract.</p>

<b>Authorised Sub-Processors</b>	<p>For the purposes of the Agreement and this Contract, the Processor is entitled to engage the following sub-processors, subject to complying with the requirements of the Agreement Part D clauses 1.11-1.12 and on the basis that data will only be processed within the UK:</p> <ol style="list-style-type: none"><li data-bbox="710 369 1420 470">1. S.31(1), S.43(2) [REDACTED] o provide and manage servers; and/or</li><li data-bbox="710 481 1420 582">2. S.31(1), S.43(2) [REDACTED] to provide cloud hosting services.</li></ol>
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## SCHEDULE B

Service Representative	Recipient's		
Customer's Representative	S.40(2) National Co-ordinator		S.40(2)
Service Representative	Provider's	S.40(2)	S.40(2)

Signed on behalf of Pervade Software Limited

.....

Name:.....

Position:.....

Date:.....

Signed on behalf of [INSERT TITLE OF RELEVANT SERVICE RECIPIENT CHIEF/COMMISSIONER E.G. COMMISSIONER OF THE CITY OF LONDON POLICE]

.....

Name:.....

Position:.....

Date:.....