



Single-Operator Framework Agreement Terms and Conditions

for the Provision of:	
[insert details]	
PARTIES	
Contracting Authority:	Waterways Ireland
Framework Operator:	
Date:	
Note: This document is an indication of the form of agreement which Waterways Ireland intends to conclude with the successful economic operator arising from this competitive process. Economic Operators are not required to submit a signed copy of these terms as part of their tender but should indicate any objections which they may have to these terms in the body of their tender.	

Subject to contract / contract denied

Framework Agreement with a Framework Member in a Single-Operator Framework for **[insert description of Services/Supplies]**

Parties

Waterways Ireland of 2 Sligo Road, Enniskillen, Co Fermanagh, BT74 7JY.

(Hereinafter referred to as the 'Contracting Authority')

AND

[insert legal name of Framework Member] of **[insert address of Framework Member]**

(Hereinafter referred to as the "Framework Member" or "Member")

Background

The Contracting Authority has conducted a tender competition advertised on www.etenders.gov.ie and in the Official Journal of the European Union under the **[insert]** procedure. Following evaluation of its tender against the published award criteria, the Framework Member is now appointed as the sole economic operator under this Framework Agreement.

Definitions

"Call Off Contract" means any contract awarded on foot of this framework agreement.

"Call Off Request" means the request issued by the Contracting Authority to a Framework Member instructing that Framework Member, under the Cascade method, to provide the required **Services/Supplies**.

"Commencement Date" means after **[insert date]**.

"Competitive Procedure" means the process leading to the establishment of this Framework Agreement and/or award of a Contract on foot of this Framework Agreement.

"Contract" means a contract which falls within the scope of this Framework Agreement and for which the Contracting Authority conducts a Competitive Procedure under the terms of this Agreement;

"Framework Agreement" means these terms and conditions, including any Schedules hereto;

"Framework Member" means the supplier or service provider formally appointed to the Framework Agreement on foot of a Competitive Procedure.

"Framework Period" means the period in years set out in Clause 3.1;

"Request for Tender" means the document issued by the Contracting Authority on **[insert date]**, with the aim of establishing the framework agreement.

"Other Conditions" means for example Contract Terms and Conditions, Special Terms and Conditions and/or Service Level Agreement as may be appropriate;

“Supplementary Request for Tender” means an invitation from the Contracting Authority for the Framework Member to respond to a specific requirement which was not specifically covered under the original Request to Tender, but does fall within the Scope of the Framework Agreement

“Supplementary Tender” means the submission of the Framework Member in response to a Supplementary Request for Tender.

1. Appointment of Framework Member

1.1 The Framework Member accepts its appointment as the sole economic operator to provide **Services/Supplies**, if instructed to do so from time to time by the Contracting Authority, under the terms and conditions of this Framework Agreement.

1.2 This Framework Agreement sets out, amongst others, the award procedure for **Services/Supplies** which may be required by the Contracting Authority, the main terms and conditions for any Call-Off Contract, and the obligations of the Framework Member during and after the Framework Period.

1.3 Membership of this Framework does not entitle the Member to be consulted in respect of, or awarded any contract during, the Framework Period. The Contracting Authority may at its sole discretion choose not to enter any contracts falling within the scope of this Framework Agreement, or to terminate the Agreement in accordance with Section 9.

1.4 While this Framework Agreement will in general form the basis for the award of contracts during the Framework Period, the Contracting Authority reserves the right to operate outside the terms of the Framework Agreement, for example if it considers that it is not achieving value-for-money or the nature of the contract would benefit from a separate competitive process.

2. Period of Framework Agreement

2.1 The Framework Agreement shall take effect on the Commencement Date.

2.2 The Framework Agreement will be for a period of **[insert number]** years **[period of framework as specified in notice]**.

The Contracting Authority reserves the right to extend the Framework Agreement for a period or periods of up to **[insert relevant period]** with a maximum of **[insert relevant number]** such extension or extensions on the same terms and conditions. *(this should be for the same duration as set out in the tender document and Call for Competition – note maximum is generally four years unless Title III Services).*

For the avoidance of doubt, the Contracting Authority confirms that the period of any Contracts awarded under this Framework Agreement may extend beyond the date of expiry of the agreement.

3. Scope of Framework Agreement

3.1 This Framework Agreement relates to the provision of **[insert description of supplies/services from published contract notice including initial contract and any follow-on contracts which may be awarded]**

3.2 The maximum value of the framework over the life of the framework is in the range of **[insert value]** to **[insert value]**.

It should be emphasized that this value is not a guarantee of any spend over the life of the Framework Agreement.

4. Procedure for the award of Call-Off Contracts

4.1 Contracts awarded under the framework may be by direct appointment to the Framework Member.

4.2 Where the terms of the original tender competition did not specifically address the needs relating to a specific contract which falls within the scope of the framework the Contracting Authority will invite a Supplementary Tender from the Framework Member.

4.3 On each occasion that a Contract is awarded to a Framework Member pursuant to this Clause, the Contracting Authority and the successful Framework Member shall enter into a contract in accordance with the Terms and Conditions, as well as any Special Terms and Conditions that will be set out in the invitation to provide a Supplementary Tender.

5. Notification of the award of a Call-Off Contract

5.1 When the Contracting Authority has made an award decision pursuant to Clause 4, the Contracting Authority will issue a notification in writing to the Framework Member.

6. Fixed Conditions for Contracts

6.1 Prices

The maximum price chargeable by the Framework Member during the initial [insert number] years of the Framework Agreement is as set out in Schedule 1. Price changes, if applicable, will be in line with the Consumer Price Index or by any method agreed between the various parties.

6.2 Contract Manager

The Framework Member must nominate a contract manager to liaise with the Contracting Authority to ensure the successful operation of this Framework Agreement.

6.3 Personnel

The resources nominated by the Framework Member must be those used in the award of any contract under the framework and as detailed in Schedule 2.

Regarding personnel assigned to deliver services under the framework, where the successful Framework Member proposes to replace a nominated person, the proposed replacement person must be of equal or better qualifications and expertise than that of the original nominated person(s). Any replacements must be notified in writing to the Contracting Authority and must be agreed by the Contracting Authority prior to their commencement of any work under the Framework Agreement.

7. Obligations of Framework Member

7.1 Conflict of Interest

The Framework Member is required to inform the Contracting Authority of any conflict of interest of which it becomes aware during the period of the Framework Agreement. Any registrable interest involving the Framework Member and the Contracting Authority or employees of the Contracting Authority or their relatives must be communicated to the Contracting Authority immediately. Failure to disclose a conflict of interest may disqualify the Framework Member from tendering for a Contract or invalidate an award of Contract, depending on when the conflict becomes apparent.

7.2 Insurances

The Framework Member is required to maintain, at a minimum, the levels and forms of insurance set out in the tender documents and as detailed in Schedule 3 of this Framework Agreement.

7.3 Tax Clearance

The Framework Member shall maintain a tax clearance status as declared by the Irish Revenue Commissioners throughout the Framework Period and the period of any Contract being executed under the Framework Agreement (whichever is longer).

7.4 Assignment

The Framework Member shall not assign the benefit of its appointment under this Framework Agreement, or under any Contract, or any part thereof, unless with the prior written agreement of the Contracting Authority.

7.5 Data Protection

The Framework Member must operate fully in compliance with all relevant Data Protection legislation and The Parties acknowledge that for the purposes of the Data Protection Laws, the Contracting Authority is the Data Controller and the Framework Member is the Data Processor in respect of Data which is Personal Data.

Schedule 5 of this framework agreement sets out the scope, nature and purpose of Processing by the Framework Member, the duration of the Processing and the types of Personal Data and categories of Data Subject.

Schedule 5 must be completed when completing the framework agreement and/or contract.

8. Termination of Appointment

8.1 This Agreement may be terminated by the Contracting Authority, without liability for compensation or damages, by serving **six (6) months** written notice to the Framework Member.

8.2 This Agreement may be terminated by the Framework Member, without liability for compensation or damages, by serving **six (6) months** written notice to the Contracting Authority.

8.3 The Contracting Authority also reserves the right to terminate the framework agreement in the following circumstances:

8.3.1 Where improved value for money in terms of cost and/or quality is available through an alternative public procurement process established by the sector or at Government level.

8.3.2 Where the business needs of the organisation have changed, and the framework no longer meets those needs and/or where the budget available for the requirements defined by the framework agreement has substantially altered (increased or decreased).

8.4 Without prejudice to any other rights or remedies to which it may be entitled, the Contracting Authority shall be entitled to terminate the appointment of the Framework Member forthwith and without liability by giving notice at any time if:

8.4.1 The Member commits a material breach of any term or condition of this Framework Agreement, or a Contract concluded under the Framework Agreement;

8.4.2 The Member fails to perform any obligation or responsibility under this Agreement, or a Contract concluded under the Framework Agreement, and, if such breach is capable of being remedied, fails to remedy the breach within fourteen (14) days of notice given by the Contracting Authority requiring the Member to do so;

8.4.3 The Member convenes a meeting for the purposes of, or proposes to enter into any arrangement or composition for the benefit of its creditors;

8.4.4 The Member is unable to pay its debts within the meaning of the Companies Act, 2014 (ROI) or the Companies Act 2006 (NI) or any analogous provision of law;

8.4.5 An order is made, or an effective resolution is passed for the winding up of the Member's company other than for the purpose of restructuring the terms of which have been agreed by the Contracting Authority;

8.4.6 A petition is presented, or an order is made, or a resolution passed, or any analogous proceedings or action is taken for the appointment of an examiner, administrator, receiver, trustee or any similar officer over the Members company;

8.4.7 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Member;

8.4.8 The Contracting Authority reasonably believes that any of the events mentioned above is about to occur in relation to the Member and notifies the Member;

8.4.9 The Member has committed any fraudulent act or any criminal activity or is guilty of gross negligence in the performance of this agreement or the relevant Contract;

8.4.10 Any representation made by the Member in connection with this Agreement or a Contract shall in the opinion of the Contracting Authority prove to be untrue or incorrect in a material respect as of the date when made.

8.5 If for any reason, it is not possible to establish the framework agreement or award the initial contract to the designated successful tenderer emerging from this competitive process; the Contracting Authority reserves the right to establish the framework with the next highest scoring tenderer based on the terms advertised at any time during the tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

Likewise, if having awarded a contract under the framework, the Framework Member cannot, for whatever reason, deliver the required services to the satisfaction of the Contracting Authority; the Contracting Authority reserves the right to terminate the contract and their membership of the framework and to award the contract and framework membership by mutual agreement to the next highest-ranked tenderer on foot of the original procedure based on the terms advertised, at any time during the framework agreement tender validity period. This shall be without prejudice to the right of the Contracting Authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

9. Termination of Framework Agreement

9.1 In circumstances outlined in Section 8.1 and 8.2, the Contracting Authority reserves the right to terminate this Agreement by providing three (3) months' notice in writing to the Framework Member. The Framework Member shall have no claim for damages or otherwise against the Contracting Authority as a result of the Contracting Authority terminating this Framework Agreement in accordance with this Clause.

9.2 In circumstances outlined in Section 8.3, the Contracting Authority reserves the right to terminate this Agreement by providing fourteen (14) days' notice in writing to the Framework Member. The Framework Member shall have no claim for damages or otherwise against the Contracting Authority as a result of the Contracting Authority terminating this Framework Agreement in accordance with this Clause.

9.3 Termination of the Framework Agreement pursuant to Clause 9.1 and Clause 9.2 shall not relieve or discharge the Framework Member from any obligations which may have accrued prior to such termination.

9.4 For the avoidance of doubt, termination of this Framework Agreement shall not affect the validity of any Contract entered into by the Contracting Authority and any provider of the service pursuant to that Framework Agreement.

9.5 It shall be the sole responsibility of the tenderer to fulfil its obligations under the Framework Agreement and any and all Contracts awarded thereunder, notwithstanding any changes in circulars, laws, regulations, taxation, duties or other factors which might arise following the withdrawal of the United Kingdom from membership of the EU. Failure to comply with this requirement may result in the termination of the Framework Agreement and / or any Contract associated with the Framework Agreement, at the absolute discretion of the Contracting Authority.

10. Notices

10.1 The address, email and telephone numbers of the parties for the purpose of the giving of notices under this Agreement are as follows:

The Contracting Authority

Waterways Ireland

[Name of contact for notices]

2 Sligo Road

Enniskillen

Co. Fermanagh BT74 7JY

E-mail address: [insert email]

Tel: [insert number]

Fax: [insert number]

The Framework Member

[Name of contact for notices]

[Address Line 1]

[Address Line 2]

[Address Line 3]

E-mail address: [insert email]

Tel: [insert number]

Fax: [insert number]

10.2 Any notice or other communication whether required or permitted to be given by one party hereto to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and:

10.2.1 If delivered, at the time of delivery to the addressee or its duly authorised agent;

10.2.2 If sent by pre-paid post, four (4) days after posting if addressed to the party to whom such notice is to be given at the address set forth for such party in this Agreement (or such other address as is from time to time notified to the other party hereto);

10.2.3 If transmitted electronically on receipt of 'read receipt' or equivalent.

10.3 All notices to the Contracting Authority or the Framework Member from the other party under this Agreement or the relevant Contract shall be in writing and sent to the appropriate address set out above.

10.4 All notices, documents and communications provided under this Agreement or the relevant Contract shall be in the English language.

SIGNED:

On behalf of the CONTRACTING AUTHORITY

Name:

(Block letters)

Position:

Signature:

Date:

Witnessed by:

(signature)

Witness name:

(Block letters)

On behalf of the Framework Member

Name:

(Block letters)

Position:

Signature:

Date:

Witnessed by:

(signature)

Witness name:

(Block letters)

11. Schedules to this agreement:

Schedule 1: Form of Tender – from the Framework Members' tender response

Schedule 2: Resources – from the Framework Members' tender response

Schedule 3: Insurances – evidence of insurances in place as per levels required for the framework

Schedule 4: Proposed Contract Terms and Conditions

Schedule 5: Data Protection

[complete when completing the framework agreement and/or contract]

SCHEDULE 5A

GDPR STANDARD CLAUSES OF CONTRACT

For contractors engaged to process Personal Data on Waterways Ireland's behalf

(Version 22nd June 2018)

Waterways Ireland requires all contractors engaged in the processing of **Personal Data** to sign and implement this GDPR Addendum to contract, in compliance with the EU General Data Protection Regulation (GDPR) which became effective from 25th May 2018.

What is the EU General Data Protection Regulation (GDPR)?

A new Data Protection Regulation which in effect harmonises data protection laws throughout the EU and provides a comprehensive modern framework for data protection. In May 2018, new Data Protection Acts were introduced in the UK and Ireland to provide context for the application of GDPR in each country. The UK's decision to leave the EU will not affect the commencement of GDPR and its relevance to Northern Ireland.

Legislation:

EU General Data Protection Regulation

https://ec.europa.eu/info/files/regulation-eu-2016-679-protection-natural-persons-regard-processing-personal-data-and-free-movement-such-data_en

Data Protection Act 2018 (United Kingdom)

http://www.legislation.gov.uk/ukpga/2018/12/pdfs/ukpga_20180012_en.pdf

Data Protection Act 2018 (Ireland)

<https://data.oireachtas.ie/ie/oireachtas/act/2018/7/eng/enacted/a0718.pdf>

GDPR DEFINITIONS FOR IMMEDIATE REFERENCE

GDPR: The General Data Protection Regulation (*Regulation (EU) 2016/679*)

LED: Law Enforcement Directive (*Directive (EU) 2016/680*)

Data Protection Legislation: (i) the GDPR, the LED and any applicable UK and Ireland implementing Laws as amended from time to time (ii) the UK and Ireland Data Protection Acts 2018 [subject to enactment] to the extent that they relate to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

Data Controller: is a natural or legal person or organisation which determines the purposes and means of processing personal data. Waterways Ireland is the Data Controller in the case of contracts awarded by the body.

Data Processor: is a natural or legal person or organisation which processes personal data on behalf of a Controller. The Contractor awarded a contract by Waterways Ireland is the Data Processor acting on our behalf.

Sub-processor: any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

Data Protection Officer: the contact persons appointed both by the Controller and the Processor responsible for the effective compliance with Data Protection legislation and providing advice and guidance.

Personal data: is data that relates to an identifiable living person i.e. the '**Data Subject**'. For example, this could include a person's:

- Name
- Address
- Phone number
- Date of Birth
- Bank Details
- Email Address

Special Categories of Personal Data: GDPR refers to sensitive personal data as 'Special Categories of Personal Data'. This relates to an identifiable living person but reveals any of the following:

- Race or ethnicity
- Political opinions
- Religious or similar beliefs or other beliefs
- Physical or mental health
- Sexual orientation
- Trade Union Membership
- Biometrics (where used for ID purposes)

Note: GDPR applies to both automated and manual filing systems which hold personal and sensitive data, where such data are accessible according to specific criteria.

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.

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 such measures adopted by it.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

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.

1. DATA PROTECTION CONTEXT

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in **Schedule 5B** by the Client and may not be

determined by the Contractor.

- 1.2 The Contractor shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.
- 1.3 The Contractor shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:
 - (1.3.1) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (1.3.2) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (1.3.3) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (1.3.4) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 **The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:**
 - (1.4.1) process that Personal Data only in accordance with **Schedule 5B**, unless the Contractor is required to do otherwise by Law. If it is so required, the Contractor shall promptly notify the Client before processing the Personal Data unless prohibited by Law;
 - (1.4.2) ensure that it has in place Protective Measures, which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (1.4.3) ensure that:
 - (i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement **(and in particular Schedule 5B)**;
 - (ii) 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:
 - (a) are aware of and comply with the Contractor's duties under this clause;
 - (b) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (c) 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 Client or as otherwise permitted by this Agreement; and

- (d) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(1.4.4) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

- (i) the Client or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46) as determined by the Client;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) 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 the Client in meeting its obligations); and
- (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(1.4.5) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Contractor shall notify the Client immediately if it:

- (1.5.1) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (1.5.2) receives a request to rectify, block or erase any Personal Data;
- (1.5.3) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (1.5.4) receives any communication from the Information Commissioner's Office UK, the Data Protection Commissioner's Office in Ireland, or other regulatory authority in connection with Personal Data processed under this Agreement;
- (1.5.5) 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

- (1.5.6) becomes aware of a Data Loss Event.

1.6 The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Client in phases, as details become available.

1.7 Taking into account the nature of the processing, the Contractor shall provide the Client with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible

within the timescales reasonably required by the Client) including by promptly providing:

- (1.7.1) the Client with full details and copies of the complaint, communication or request;
- (1.7.2) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (1.7.3) the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (i) assistance as requested by the Client following any Data Loss Event;
 - (ii) assistance as requested by the Client with respect to any request from the Information Commissioner's Office UK or the Data Protection Commissioner's Office in Ireland or any consultation by the Client with the Information Commissioner's Office UK or the Data Protection Commissioner's Office in Ireland.

1.8 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:

- (1.8.1) the Client determines that the processing is not occasional;
- (1.8.2) the Client 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
- (1.8.3) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Contractor shall allow for audits of its Data Processing activity by the Client or the Client's designated auditor.

1.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

- (i) notify the Client in writing of the intended Sub-processor and processing;
- (ii) obtain the written consent of the Client;
- (iii) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause [1.11] such that they apply to the Sub-processor; and
- (iv) provide the Client with such information regarding the Sub-processor as the Client may reasonably require.

1.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-Processor.

1.13 The Client 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).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office UK or the Data Protection Commission in Ireland, as is relevant to the jurisdiction of this contract. The Client 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 UK or the Data Protection Commission Office in Ireland.

GDPR SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The Contractor shall comply with any further written instructions with respect to processing by the Client.
2. Any such further instructions shall be incorporated into this Schedule 5B.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>

Nature and purpose of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i> <i><u>The nature of the processing:</u> 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.</i> <i><u>The purpose might include:</u> employment processing, statutory obligation, recruitment assessment etc]</i>
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Type of Personal Data	<i>[Examples here include: name, address, date of birth, National Insurance Number (UK) or Personal Public Service Number (Ireland), telephone number, pay, images, biometric data etc]</i>	
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>	
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	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>	
Name of Waterways Ireland representative		
Signature of Waterways Ireland representative:		
Date:		
Name of Processor's representative:		
Signature of Processor's representative:		
Date:		