

SCHEDULE 15

Information Compliance

1. General

Without prejudice to the provisions of clause 42 (Compliance with Policies), clause 61 (Information Compliance), schedule 34 (TfL Policies) and the other provisions of this schedule:

- 1.1 the Service Provider shall in relation to this Agreement comply with the Data Protection Act 1998 (hereafter the “**DPA**”), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (hereafter the “**PECED**”) and the Computer Misuse Act 1990 and all relevant, subordinate or successor legislation relating to each of them including, without limitation, the Eight Data Protection Principles set out in the DPA;
- 1.2 the Service Provider acknowledges that TfL will rely upon the Service Provider to enable TfL to comply with its obligations under the Freedom of Information Act 2000 (hereafter the “**FOIA**”), the Environmental Information Regulations 2004 (hereafter the “**EIRs**”) and the Reuse of Public Sector Information Regulations 2005 (hereafter the “**RPSI**”) in relation to the Services and this Agreement and that the processes and procedures set out in this schedule with which the Service Provider is required to comply are important for the purposes of ensuring such compliance;
- 1.3 For the avoidance of doubt, where there is dispute over what is required for compliance with the DPA and the other named Acts and Regulations, the Service Provider will comply with written instructions from TfL’s legal advisers, except where it is illegal for the Service Provider to do so; and
- 1.4 the Service Provider agrees to provide all reasonable additional information and co-operate fully with any investigations by TfL in relation to complaints under the DPA, FOIA, EIRs, RPSI, PECED and Computer Misuse Act 1990, including investigations relating to complaints by the Information Commissioner’s Office, the Information Tribunal and the Courts.

2. Data Protection

- 2.1 The Service Provider understands and acknowledges that, to the extent that performance of its obligations under this Agreement involves or necessitates the collection and/or processing of Personal Data it shall collect and process such data as a Data Processor and, subject to any provisions of the DPA:
 - (A) the Service Provider shall, and shall procure that its employees and agents shall, collect and process Personal Data only in accordance with instructions and directions given by TfL. The Service Provider shall comply promptly with all such instructions or directions received by the Service Provider from TfL or any authorised representative of TfL from time to time; provided that any such instructions or directions that constitute a Change shall be dealt with through the Change Control Request Procedure.

- (B) the Service Provider shall procure that those of its Sub-Contractors that collect and/or process Personal Data will comply with this schedule and any instructions given by TfL; and
- (C) the Service Provider shall take and implement all such technical and organisational security procedures and measures necessary or appropriate which ensure a level of security to preserve the security and confidentiality of any Personal Data collected and/or processed by it and protect any such Personal Data against unauthorised or unlawful processing, accidental loss, alteration, destruction or damage in accordance with all provisions relating to security set out in or required in accordance with this Agreement, including but not limited to the Security Plan, and shall procure that its Sub-Contractors take and implement the same standard of technical and organisational security.
- 2.2 The Service Provider shall provide TfL with such information as it may from time to time require to satisfy itself of compliance by the Service Provider with paragraph 2.1 above.
- 2.3 The Service Provider shall not (and shall ensure that its Sub-Contractors, Personnel and agents do not) send or process any Data outside the European Economic Area without the prior written consent of TfL. Such consent is hereby given by TfL in respect of the provision of data to India to **[Information Redacted]** (“IBM India”) for the purposes of the provision of non-Customer facing IT support (the data to be transferred and purposes for which it is to be used are set out in detail in paragraph 12.1 of schedule 28 (Service Provider’s Solution)), subject to IBM India entering into the standard contractual clauses for the transfer of personal data to third countries (under Directive 95/46/EC, contained in the Annex to the Commission Decision of 27 December 2001) with TfL and complying at all times with such standard contractual terms.
- 2.4 Unless otherwise agreed in writing the Service Provider shall, and shall procure that its Sub-Contractors, employees and agents shall, only collect, process and disclose such Personal Data as is necessary for the provision of the Services or as otherwise directed by TfL (including, without limitation, any direction by TfL to disclose Personal Data to any Third Party data processor used by TfL) provided that TfL shall not require the Service Provider to do anything or refrain from doing anything that constitutes a breach of any applicable Law.
- 2.5 The Service Provider shall not, and shall procure that its Sub-Contractors, employees and agents shall not, at any time send Personal Data by email or other form of electronic communication unless and until adequate security measures are in place to preserve the security and confidentiality of any Personal Data sent by it or them and protect any such Personal Data against unauthorised or unlawful processing, disclosure, accidental loss, alteration, destruction or damage in accordance with paragraph 2.1(C) above.
- 2.6 At all times, subject to the Data Retention Policy requirements (as the same may be amended from time to time), the Service Provider shall, and shall procure that its Sub-Contractors, employees and agents shall, only retain Personal Data for as long as it is required for the Service Provider to fulfil its obligations under the Agreement. Thereafter, Personal Data will be deleted as soon as possible using adequate security measures to ensure access to deleted Personal Data will not be possible.

- 2.7 The Service Provider shall ensure that the accuracy of personal data held on the Service Systems is preserved in the state in which it is received (subject to any obligations of the Service Provider to correct such data set out in this Agreement) and shall be able to amend and delete inaccurate data held on the Service Systems either at the relevant Customer's request or when identified by any other means. The Service Provider shall maintain an audit trail identifying when amendments or deletions were made and by whom they were made.
- 2.8 The Service Provider shall, and shall procure that its Sub-Contractors, employees and agents shall, comply with TfL's requirements for transfer of subject access requests received and provision of information required by TfL in relation to its obligations under the DPA from time to time. Without limitation to the generality of the foregoing:
- (A) the Service Provider shall, and shall procure that its Sub-Contractors shall, if responding directly to a subject access request, provide the relevant information within ten (10) calendar days of initial receipt of the request from the data subject;
 - (B) the Service Provider will implement a procedure for dealing with subject access requests (the "**SAR Procedure**") to be agreed with TfL and will procure that its Sub-Contractors, employees and agents comply with the SAR Procedure. The SAR Procedure will include a requirement to send a weekly report to TfL of the number of subject access requests received, processed, refused or transferred, and the number of subject access requests where processing exceeded the ten (10) calendar day time period specified above;
 - (C) the Service Provider shall, and shall procure that its Sub-Contractors shall, on receiving a subject access request which relates to information it does not hold, but which may be held by TfL and/ or any Other Service Provider, within two (2) Working Days of receipt, forward such request to TfL or, where appropriate, to the Other Service Provider with a copy to TfL; and
 - (D) the Service Provider shall, and shall procure that its Sub-Contractors shall, in response to a request by TfL or any Other Service Provider for information in order that the requesting party may respond to a subject access request, provide the necessary information within such time and in such form as reasonably requested by TfL or the Other Service Provider, as appropriate. If no period of time is specified in the request the necessary information shall be provided within five (5) Working Days of the date that the request is made to the Service Provider or the Sub-Contractor (as appropriate) or such longer period as TfL at its sole discretion may agree.
- 2.9 TfL shall be responsible for determining whether Information is exempt information under the DPA and for determining what information will be disclosed in response to a subject access request in accordance with the DPA.
- 2.10 The Service Provider acknowledges that TfL may be obliged under the DPA to disclose information without consulting or obtaining consent from the Service Provider.
- 2.11 The Service Provider shall ensure that there is at all times a nominated Service Provider employee responsible for ensuring compliance with its obligations under

the DPA, and the Service Provider shall ensure that it has adequate resources to perform its obligations under the DPA.

3. **Privacy and Electronic Communications (EC Directive) Regulations 2003**

The Service Provider shall, and shall procure that its Sub-Contractors, employees and agents shall, comply with the PECED in all contact with Customers.

4. **Freedom of Information Legislation, Environmental Information Regulations and Reuse of Public Sector Information Regulations**

4.1 The Service Provider acknowledges that TfL is subject to the FOIA, EIRs and RPSI and agrees to assist and cooperate with TfL to enable TfL to comply with its obligations under FOIA, EIRs and RPSI. Requests under FOIA, EIRs and RPSI which would not be provided as part of another business process, or requests which mention FOIA and/or EIRs and/or RPSI are referred to herein as “**Information Requests**”.

4.2 The Service Provider will ensure that it has document and information management systems in place that allow it to locate and retrieve information within the timescales required by TfL to meet its obligations under FOIA, EIRs and RPSI. The Service Provider shall ensure that the document and information management system that it uses provides for a full audit trail of all documentation and changes thereto.

4.3 The Service Provider shall and shall procure that its Sub-Contractors shall:

(A) transfer to TfL’s nominated contract manager from time to time (or such other person as may be notified by TfL to the Service Provider) all Information Requests that they receive as soon as practicable and in any event within two (2) Working Days of receiving an Information Request; and

(B) in relation to Information held by the Service Provider on behalf of TfL, provide TfL with details about and/or a copy of all such Information that TfL requests and such Information shall be provided within five (5) Working Days of a request from TfL (or such other period as TfL may reasonably specify), and in such form as TfL may reasonably specify.

4.4 TfL shall be responsible for determining whether Information is exempt information under FOIA and/or EIRs and/or RPSI and for determining what information will be disclosed in response to an Information Request in accordance with FOIA and/or EIRs and/or RPSI. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by TfL.

4.5 Where reasonably practicable and subject to TfL’s obligations to comply with any timetable set out in relevant Law, TfL agrees to use all reasonable endeavours to consult with the Service Provider before TfL discloses Service Provider Confidential Information in response to an Information Request.

4.6 The Service Provider acknowledges that TfL may be obliged under FOIA and/or EIRs and/or RPSI to disclose information without consulting or obtaining consent from the Service Provider. TfL shall, where practicable, consult with the Service Provider prior to disclosure under FOIA, EIRs and RPSI of any Service Provider Confidential Information.

5. **Breaches**

The Service Provider shall promptly notify TfL, and in any event within twelve (12) hours of it or its Personnel becoming aware of any breach of the provisions of this schedule.

6. **Survival**

The provisions of this schedule shall survive the expiry or termination of this Agreement.