(1) <<   sk>>

(2) <<   ent>>

HELPDES   REEMENT

THIS AGREEMENT is made the <<   >> <<insert month>>, <<insert year>>

BETWEEN:

(1)   <<Name of Helpdesk>> ("t   within <<Company Name>> ("the Company") and

(2)   <<Name of Department>>   ting within <<Company Name>>

WHEREAS:

(1)   The Helpdesk provides   rt>> support services and has reasonable skill, knowledge   rience in that field.

(2)   The Department requires t

(3)   The Helpdesk shall provide   the Department subject to, and in accordance with, the terms   greement.

IT IS AGREED as follows:

1.   **Definitions and Interpreta**

    1.1   In this Agreement   otherwise requires, the following expressions have th

    "Agreement Review"   Agreement which will be   ce with Clause 6 at the intervals   ;

    "Business Day"   han Saturday or Sunday) on   re open for their full range of   nsert location>>;

    "Business Hours"   urs of the Helpdesk which shall be   n to 6pm, Monday to Friday>>;

    "Data Protection   gislation in force from time to time
    Legislation"   applicable to data protection and   ot limited to, the UK GDPR (the   n of the General Data Protection   679), as it forms part of the law of   cotland, and Northern Ireland by   e European Union (Withdrawal)   otection Act 2018 (and regulations   the Privacy and Electronic   lations 2003 as amended;

    "Department   and position>> who shall be
    Representative"   with the Helpdesk Representative   use 6, or such other person who   om time to time nominate;

"Department Performance Representative" ...and position>> who shall be ...nitoring of the provision of the ...cordance with the Service Levels ...h other person who the ...ime to time nominate;

"Commencement Date" ...ch this Agreement comes into ...se 2;

"Confidential Information" ...ther Party, information which is ...by the other Party pursuant to or ...Agreement or otherwise (whether ...y other medium, and whether or ...xpressly stated to be confidential ...terpreted as such);

"Issue Level" ...el of a Support Request as

"Performance Report" ...g the performance of the Support ...he Service Levels, prepared in ...ovisions of Clause 7 and

"Response Time" ...which the Helpdesk must respond ...s set out in Clause 7;

"Service Levels" ...ls to which the Helpdesk's ...g the Support Services must ...hedule 2 and Clause 7 and shall ...compliance with the Issue Levels ...sponse Times set out in Clause 7;

"Helpdesk Representative" ...and position>> who shall be ...with the Department ...rdance with Clause 6, or such ...elpdesk may from time to time

"Helpdesk Performance Representative" ...and position>> who shall be ...nitoring of the provision of the ...cordance with the Service Levels ...h other person who the Helpdesk ...nominate;

"Support Request" ...upport Services submitted by the ...desk by means of <<insert ...ephone, support ticket etc.>>;

"Support Services" ...e of support>> support services to ...pdesk to the Department as set ...hedule 1; and

"Term" ...Agreement as set out in Clause 2.

1.2 Unless the context ... reference in this Agreement to:

1.2.1 "writing", an _____ ion, includes a reference to any communicat _____ nic or facsimile transmission or similar mean _____

1.2.2 a statute or _____ e is a reference to that statute or provision as _____ at the relevant time;

1.2.3 "this Agreem _____ this Agreement and each of the Schedules a _____ nted at the relevant time;

1.2.4 a Schedule i _____ ement; and

1.2.5 a Clause or _____ ce to a Clause of this Agreement (other than t _____ graph of the relevant Schedule.

1.2.6 a "Party" or _____ parties to this Agreement.

1.3 The headings used _____ r convenience only and shall have no effect upon the i _____ ement.

1.4 Words imparting the _____ clude the plural and vice versa.

2. Term of Agreement

2.1 This Agreement wil _____ Commencement Date of <<insert Commencement D _____ e in force for an initial Term of <<insert period>> fr _____ he provisions of Clauses 6 and 9.

2.2 Subject to the Agr _____ ns of Clause 6, the Term of this Agreement shall be _____ riods of <<insert period>> (which shall thereafter be _____ m).

3. Helpdesk Obligations

3.1 The Helpdesk sha _____ Services to the Department in accordance with the _____ nd Schedule 1 and in accordance with the required Se _____ ause 7 and Schedule 2.

3.2 The Helpdesk sha _____ ns under this Agreement in a reasonable and tir _____ ance with the provisions of this Agreement.

3.3 The Helpdesk shall _____ with such information and advice in connection with _____ and the provision thereof as the Department may, fr _____ bly require both before and during the provision of the _____

3.4 The Helpdesk sha _____ eavours to keep the Department informed of any sp _____ ding, but not limited to, legislative requirements) appli _____ of the Support Services. To the extent necessary a _____ lpdesk and the Department shall promptly take steps _____ n requirements. These steps shall not otherwise alter _____ way, subject to each Party's right under sub-Clause 6 _____ o review such changes.

4. Department Obligations

4.1 The Department _____ desk with such information in connection with th _____ d the provision thereof as the

Helpdesk may, fro[...]ly require both before and during the provision of the [...] Helpdesk shall not be responsible for any failure to [...]rvices or any part thereof which results from the Dep[...]de such information.

4.2 The Department s[...]ions under this Agreement in a reasonable and tim[...]ance with the provisions of this Agreement.

4.3 The Department sh[...]h any and reasonable instructions issued by the Help[...]Support Services. The Helpdesk shall not be respons[...]ovide the Support Services or any part thereof which [...]ment's failure to follow any such instructions.

4.4 The Department s[...]deavours to keep the Helpdesk informed of any sp[...]ding, but not limited to, legislative requirements) appli[...]of the Support Services. To the extent necessary ar[...]desk and the Department shall (as under sub-Clause [...]teps to comply with any such requirements. The[...]wise alter this Agreement in any way, subject to eac[...]b-Clause 6.4 to request a meeting to review such chan[...].

5. **Provision of the Support [Services]**

5.1 The Helpdesk sha[...] Services to the Department in accordance with the [...] this Agreement, the provisions of Schedule 1 and the [...]ied in Clause 7 and Schedule 2.

5.2 **[**The Helpdesk sh[...]t Services only as specified in Schedule 1, during [...]ss otherwise agreed in writing by the Parties.**]**

OR

[The Helpdesk sh[...]t Services only as specified in Schedule 1, during [...]d on an emergency out of hours basis (for Issue Lev[...]s e.g. 1 and 2>> only) as specified in Schedule 1. Su[...]t be provided on any other basis unless otherwise ag[...]rties.**]**

5.3 The Helpdesk sha[...]nsuring that it complies with all statutes, regulation[...]codes of conduct and any other rules relevant to the [...] Services.

5.4 The Helpdesk shall [...]care to ensure that the manner in which it provides th[...]s not have any adverse effect on the productivity of t[...].

5.5 In the event that th[...]y breach of any of the terms and conditions of this A[...]ovide the Support Services to the required Service Le[...]er breach which adversely affects the provision of the [...]sions will apply:

  5.5.1 the Departm[...]tice to the Helpdesk requiring the Helpdesk to [...]

5.5.2 if the Helpde... ...any such notice given under sub-Clause 5.5.1... ...:

5.5.2.1 the ... ...any of the Support Services affec... ...any external third party until such time ... ...reach has been rectified or, in the even... ...greement, until such time as the Helpd... ...; and**]**

5.5.2.2 **[**the ... ...incurred by the Department in obtai... ...rvices under sub-Clause 5.5.2.1 shall ... ...pdesk's departmental expenses**]**.

5.6 The obligations of t... ...Clause 5.5.2 shall not be affected by the termination o...

6. Support Service and Agr...

6.1 The Department a... ...arrange meetings between the Department Repre... ...odesk Representative at regular <<insert interval, e... ...in order to discuss the Support Services, the Serv... ...vision of the Support Services in accordance with the... ...elevant, based upon Performance Reports generated i... ...e 7 and Schedule 2.

6.2 Both Parties shall p... ...om meetings held pursuant to sub-Clause 6.1 within ... ...ing such meetings and shall use their reasonable en... ...any and all agreed actions to be taken with respect t... ...pport Services, the Service Levels and the performanc... ...respective obligations under this Agreement.

6.3 No later than <<ins... ...e end of the current Term of this Agreement, the De... ...and the Helpdesk Representative shall conduct an ... ...ing which the continuance and renewal of this Agre... ...ed. In the event that a renewal of the Agreement is ag... ...s of sub-Clause 2.2 shall apply.

6.4 In the event that in... ...s Agreement are required due to circumstances inclu... ...o, changes to the Company or legislative or regula... ...r shall have the right to request an immediate Agreeme... ...e necessary changes and action to be taken. Any cha... ...g such Agreement Reviews shall not be effective un... ...g and signed by the Department Representative and ... ...ative.

7. Service Levels and Resp...

7.1 The Helpdesk sha... ...eavours to provide the Support Services in accorda... ...ue Levels and Response Times:

Issue Level		se Time
Issue Level 1		period e.g. 30 minutes>>
Issue Level 2		period e.g. 1 hour>>
Issue Level 3		period e.g. 2 hours>>
<<Insert additional levels		

7.2 The Response Tim   e 7.1 refer only to the time within which the Helpdesk   ort Request. The Helpdesk gives no guarantee as to   e may take to resolve save that it hereby undertakes   vours to resolve issues as quickly as is reasonably po

7.3 For the purposes   anaging performance under this Agreement the Part   oint the Department Performance Representative an   mance Representative (each a "Performance Repr   ses of this Clause 7). It shall be the responsibility   presentatives to ensure that the Support Services a   e with the Service Levels and the terms and condition

7.4 The provision of th   cordance with the Service Levels shall be monitored   rmance Representative] [and] OR [the Helpdesk Perfo   in accordance with the provisions of Schedule 2.

7.5 All data collected   epresentative(s) pursuant to this Clause 7 and to S   esented in <<insert interval, e.g. monthly>> Perform   pared by [the Department] [and] OR [the Helpdesk].

7.6 Performance Repo   vithin the time period specified in Schedule 2, to   resentative and the Helpdesk Representative for   nent upon appropriate action to be taken (where relev   e held under Clause 6.

8. **Confidentiality**

8.1 The Helpdesk and t   e that, except as provided by sub-Clause 8.2 or as au   other Party, they shall, at all times during the continua   nd [for <<insert period>>] after its termination:

8.1.1 keep confide   rmation;

8.1.2 not disclose   tion to any other person;

8.1.3 not use any   n for any purpose other than as contemplate   ne terms and conditions of this Agreement;

8.1.4 not make an   y way or part with possession of any Confide

8.1.5 ensure that ___ ors, agents or advisers does any act which, if ___ d be a breach of the provisions of sub-clauses ___

8.2 Either Party may:

8.2.1 disclose any ___ to:

8.2.1.1 any s ___ of that Party;

8.2.1.2 any g ___ thority or regulatory body; or

8.2.1.3 any e ___ y of the aforementioned persons, partie ___ arty);

to such exte ___ for the purposes contemplated by this Agreem ___ w, and in each case subject to that Party first in ___ rty or body in question that the Confidential ___ ential and (except where the disclosure is ___ mentioned in sub-Clause 8.2.1.2 above or ar ___ of any such body) obtaining and submitting to ___ n undertaking from the person in question, as ___ the terms of this Clause 8, to keep the Confide ___ ential and to use it only for the purposes for ___ made; and

8.2.2 use any Con ___ any purpose, or disclose it to any other person ___ t is at the date of this Agreement, or at any tim ___ es, public knowledge through no fault of that ___ doing so that Party does not disclose any ___ al Information which is not public knowledge.

8.3 The provisions of th ___ e in force in accordance with their terms, notwithstand ___ s Agreement for any reason.

9. **Termination**

9.1 **[Either Party] OR [** ___ minate this Agreement by giving to the other not less th ___ d>> written notice, to expire on or at any time after << ___ greement>>.

9.2 **[Either Party] OR [** ___ rthwith terminate this Agreement by giving written no ___ the other Party commits any other material breach of a ___ is Agreement and, if the breach is capable of remedy, ___ <insert period>> after being given written notice givin ___ e breach and requiring it to be remedied.

9.3 The right to termi ___ ven by this Clause 9 shall not prejudice any other ___ er Party in respect of the breach concerned (if any) o ___

10. **Post-Termination**

Upon the termination of this ___ on:

10.1 any rights or obliga ___ Parties to this Agreement may be entitled or be subje ___ shall remain in full force and effect where they are expr ___ uch termination;

10.2   subject as provided   except in respect of any accrued
        rights, neither Party   er obligation to the other;

10.3   each Party shall ret   y materials in which the ownership
        has not been transf   which have, for any reason, been
        provided for the pur   and

10.4   each Party shall (ex   ed to in Clause 8) forthwith cease
        to use, either direc   onfidential Information, and shall
        forthwith return to t   ments in its possession or control
        which contain or rec   ormation.

11.   **Force Majeure**

Neither Party to this Agree   any failure or delay in performing
their obligations where suc   from any cause that is beyond the
reasonable control of that   ude, but are not limited to: power
failure, internet service p   l action, civil unrest, fire, flood,
storms, earthquakes, acts   governmental action or any other
event that is beyond the rea   arty in question.

12.   **[Data Protection**

The Helpdesk will only us   onal information as set out in the
Helpdesk's <<insert docum   Notice>> available from <<insert
location(s)>>.**]**

13.   **[Data Processing**

13.1   In this Clause 13,   subject", "data controller", "data
        processor", and "pe   l have the meaning defined in the
        Data Protection Leg

13.2   **[**All personal data   the Helpdesk on behalf of the
        Department under t   processed in accordance with the
        terms of the Data   entered into by the Parties on
        <<insert date>> **[pu   ].]**

        OR

13.2   **[**The Parties hereby   th comply with all applicable data
        protection requirem   Protection Legislation. This Clause
        13 shall not reliev   obligations set out in the Data
        Protection Legislat   move or replace any of those
        obligations.

13.3   For the purposes of   islation and for this Clause 13, the
        Department is the "   Helpdesk is the "Data Processor".

13.4   The type(s) of pe   e, nature and purpose of the
        processing, and the   g are set out in Schedule 3.

13.5   The Data Controlle   s in place all necessary consents
        and notices require   nsfer of personal data to the Data
        Processor for the pu   Agreement.

13.6   The Data Processo   y personal data processed by it in
        relation to its perfor   ations under this Agreement:

13.6.1 Process the [...] the written instructions of the Data Controller un[...] is otherwise required to process such person[...] a Processor shall promptly notify the Data Co[...]g unless prohibited from doing so by law;

13.6.2 Ensure that [...]ble technical and organisational measures (a[...] Controller) to protect the personal data from [...]ful processing, accidental loss, damage or [...]ures shall be proportionate to the potential ha[...] events, taking into account the current state[...]gy and the cost of implementing those measu[...]n are set out in Schedule 3;

13.6.3 Ensure that [...]ess to the personal data (whether for processin[...]) are contractually obliged to keep that persona[...]

13.6.4 Not transfer[...]side of the UK without the prior written cons[...]roller and only if the following conditions a[...]

    13.6.4.1 [...]r and/or the Data Processor has/h[...] safeguards for the transfer of perso[...]

    13.6.4.2 [...]ts have enforceable rights and effec[...]

    13.6.4.3 [...]complies with its obligations under the D[...]n, providing an adequate level of prote[...]nal data so transferred; and

    13.6.4.4 [...]r complies with all reasonable instru[...]ce by the Data Controller with respe[...]e personal data;

13.6.5 Assist the D[...]a Controller's cost, in responding to any and [...]a subjects and in ensuring its compliance [...]tion Legislation with respect to security, bre[...]t assessments, and consultations with supervi[...]ators (including, but not limited to, the Informati[...]e);

13.6.6 Notify the D[...]undue delay of a personal data breach;

13.6.7 On the Da[...]instruction, delete (or otherwise dispose of) [...]a and any and all copies thereof to the Data C[...] of this Agreement unless it is required to r[...] data by law; and

13.6.8 Maintain co[...]rds of all processing activities and technical a[...]ures implemented necessary to demonstrate[...]ause 13 and to allow for audits by the Data Co[...]designated by the Data Controller.

13.7 **[**The Data Process[...] any of its obligations with respect to the processing of [...] Clause 13.**]**

OR

13.7 **[**The Data Process   any of its obligations to a sub-
     contractor with resp   f personal data under this Clause
     13 without the prior   ata Controller (such consent not to
     be unreasonably w   at the Data Processor appoints a
     sub-contractor, the

     13.7.1 Enter into a   h the sub-contractor, which shall
            impose upor   same obligations as are imposed
            upon the Da   use 13 and which shall permit both
            the Data   ta Controller to enforce those
            obligations;

     13.7.2 Ensure that   lies fully with its obligations under
            that agreeme   on Legislation.**]**

13.8 Either Party may, at   t <<insert period, e.g. 30 calendar
     days'>> notice, alt   acing it with any applicable data
     processing clauses   n part of an applicable certification
     scheme. Such ter   replaced by attachment to this
     Agreement.**]]**

14. **Nature of the Agreement**

14.1 **[**Subject to the pro   s**] OR [**This**]** Agreement contains
     the entire agreeme   with respect to its subject matter
     and may not be mo   ment in writing signed by the duly
     authorised represer

14.2 No failure or delay   cising any of its rights under this
     Agreement shall be   r of that right, and no waiver by
     either Party of a bre   his Agreement shall be deemed to
     be a waiver of any s   same or any other provision.

15. **Severance**

The Parties agree that, i   r more of the provisions of this
Agreement is found to be   rwise unenforceable, that / those
provisions shall be deeme   mainder of this Agreement. The
remainder of this Agreeme   rceable.

16. **Relationship of the Partie**

16.1 The Parties are inde   thin the Company, both subject to
     the management an   erson, persons or department>>.

16.2 Subject to any exp   ontrary in this Agreement, neither
     Party shall have the   d shall not do any act, enter into
     any contract, make   e any warranty, incur any liability,
     assume any obliga   implied, of any kind on behalf of
     the other Party or b   way.

17. **Notices**

17.1 All notices under th   writing and be deemed duly given
     if signed by, or on   rised representative of the Party
     giving the notice.

17.2 All notices under th[...]sent by **[**email**] AND/OR [**<<insert method e.g. suppo[...]deemed to have been duly given when sent **[**provide[...]r return receipt is generated**]**.

18. **Law and Jurisdiction**

18.1 This Agreement (in[...]ual matters and obligations arising therefrom or assoc[...]e governed by, and construed in accordance with, th[...]ales.

18.2 Any dispute, contro[...]im between the Parties relating to this Agreement (inc[...]ual matters and obligations arising therefrom or associ[...]within the jurisdiction of the courts of England and Wa[...]

SIGNED by
<<Name and Title of person signin[...]
for and on behalf of the Helpdesk

SIGNED by

<<Name and Title of person signin[...]
for and on behalf of <<Department

Support Services

<<Insert a complete specification   o be provided by the Helpdesk to
the Department. Include any exclu

Service Levels

Issue Levels
<<Insert a full specification of all Is[...] detailed definition of each.>>

Performance Monitoring
<<Provide a specification detailing [...] be monitored and measured. If a standard system is to be used, i[...]ystem. Specify what data will be collected and how that data relates [...] performance>>

Performance Report
<<Provide a specification / temp[...]e Report which will be used for recording performance>>

Submission of Performance Rep[...]
<<Provide a timetable for the colle[...]a, the compilation of Performance Reports, and the submission [...] Reports to the Performance Representatives>>

1. Data Processing

Scope
<<Insert description of the scope o   arried out>>.

Nature
<<Insert description of the nature o   arried out>>.

Purpose
<<Insert description of the purpose   sing is to be carried out>>.

Duration
<<Insert details of the duration of t

2. Types of Personal Data
<<List the types of personal data t

3. Categories of Data Subject
<<List the categories of data subje

4. Organisational and Technical   res
<<Describe the organisational and   be implemented as referenced in Clause 13.6.2>>.