

## **Data Processing Agreement**

- (1) The Controller is the user of the App – Milton Keynes City Council, Civic Offices, 1 Saxon Gate East, Central Milton Keynes, MK9 3EJ provided with access to the Application managed by the data processor as detailed below
- (2) The Processor is The Bikeability Trust

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This Agreement is made the 15

day of July

2025

**Between:**

(1) **Data Controller: Milton Keynes City Council**

**The company, or organisation provided with access to the Application managed by the data processor as detailed below. ("Controller") and**

(2) **Data Processor:**

**The Bikeability Trust** a UK Registered charity No. 1171111 whose Registered Office is Salisbury House Station Road Cambridge CB1 2LA ("**Processor**").

**Background:**

- (A) The Controller and the Processor have entered into a ("**Framework Agreement**") that requires the Processor to process the Controller's Personal Data (as defined below) on behalf of the Controller.
- (B) This Agreement sets out the additional terms, requirements, and conditions on which the Processor will process the Controller's Personal Data when providing the services under the Framework Agreement.

**It is agreed** as follows:

**1. Definitions and interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following words and phrases have the following meanings:

**"Agreement"** this agreement (including the schedule and any annexure to it) and any document in agreed form;

**"Commencement"** means the date of this Agreement;

**"Confidential Information"** means any information relating to a party which is made available directly or indirectly (whether before or after the date of this Agreement) in writing, visual or machine readable form or performing this Agreement and includes (a) all information relating to the business, technology, transactions, sales and marketing plans, relationships, strategies, products and processes of a party, (b) any other information provided which it is reasonable to expect that a party would regard as of a confidential or commercially sensitive nature or any information which has been given to a party in confidence by any third party, and (c) any information, notes, memoranda or other documents derived from, containing or reflecting such information and including in the case of the Controller the Controller Personal Data;

**"Data Protection Laws"** means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 ("**GDPR**"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR (including, in the UK, the Data Protection Act 2018 ("**DPA**") and the applied GDPR as defined in the DPA); (iii) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); and (iv) any guidance or codes of practice issues by a governmental or regulatory body or authority in relation

to compliance with the foregoing; in each case, as updated, amended or replaced from time to time;

<b>"Data Subject Request"</b>	means a request from a data subject to exercise its rights under the Data Protection Laws in respect of that data subject's personal data;
<b>"DP Regulator"</b>	means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;
<b>"Intellectual Property Rights"</b>	copyright, database rights, design rights, patents, trademarks, service marks, domain names (whether or not any of the same are registered and including applications for registration of the same) and confidential information, know-how and all other intellectual property rights or forms of protection of a similar nature or having equivalent or similar effect to any of the same, which may subsist in any part of the world;
<b>"Permitted Region"</b>	means the United Kingdom and the European Economic Area;
<b>"Security Breach"</b>	means any actual loss, unauthorised or unlawful processing, destruction, damage, or alteration, or unauthorised disclosure of, or access to the Controller Personal Data;
<b>"Standard Contractual Clauses"</b>	means the standard contractual clauses set out in the European Commission's Decision 2010/87/EU of 5 February 2010 for the transfer of personal data to processors established in third countries.
<b>"Sub-Processor"</b>	means a subcontractor (including any affiliates of the Processor) appointed by the Processor to process the Controller Personal Data.
<b>"Controller Personal Data"</b>	means all personal data processed by the Processor on the Controller's behalf under or in connection with this Agreement including the personal data set out in the Schedule to this Agreement;

1.2 In this Agreement:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender.
- (b) a reference to a statute or statutory provision includes:
  - (i) any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it; and
  - (ii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement, except to the extent that it comes into force after the date of this Agreement and would impose any new or extended obligation, liability or restriction on or otherwise adversely affect the rights of any party;
- (c) a reference to:
  - (i) any party includes its successors in title and permitted assigns; and

- (ii) a party, clause and schedule is to a party to, a clause of and a schedule to this Agreement;
- (iii) a person includes any individual, firm, body corporate, association or partnership, government, or state (whether or not having a separate legal personality)
- (d) the words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words;
- (e) if there is any conflict or inconsistency between any clause of this Agreement and any schedule to this Agreement, the clause shall prevail; and
- (f) the table of contents and headings are inserted for convenience only and shall not affect the interpretation of this Agreement.
- (g) the terms "**data controller**", "**data processor**", "**data subject**", "**personal data**", "**process**", "**processing**", "**transfer**" (in the context of transfers of personal data) and "**technical and organisational measures**" shall have the meanings set out in the GDPR.

## 2. **Term of the Agreement**

This Agreement shall be deemed to commence on the Commencement Date and shall continue thereafter unless terminated earlier in accordance with its terms.

## 3. **Compliance with Data Protection Laws**

- 3.1 The Processor shall comply with the provisions and obligations imposed on it by the Data Protection Laws at all times when processing the Controller Personal Data as they apply to it as a data processor of the Controller Personal Data.
- 3.2 The Controller shall comply with its obligations under the Data Protection Laws as they apply to it as a data controller of the Controller Personal Data.
- 3.3 Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws and shall make such information available to any DP Regulator on request.

## 4. **Processing and security**

- 4.1 In performing its obligations under this Agreement, the Processor shall only process the types of personal data, and only in respect of the categories of data subjects, and only for the nature and purposes of processing and duration, as is set out in the Schedule 1 to this Agreement.
- 4.2 In processing the Controller Personal Data, the Processor shall:
  - (a) process the Controller Personal Data only in accordance with the Controller's written instructions from time to time (including those set out in this Agreement) unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, the Processor shall notify the Controller of the relevant legal requirement before processing the Controller Personal Data);
  - (b) not process the Controller Personal Data for any purpose other than those set out in Schedule 1 of this Agreement or otherwise expressly authorised by the Controller;
  - (c) notify the Controller within twenty-four (24) hours if it receives a Data Subject Request in respect of the Controller Personal Data;

- (d) provide the Controller with its full co-operation and assistance in relation to any Data Subject Request in respect of the Controller Personal Data.
- (e) not disclose any the Controller Personal Data to any Data Subject or to a third party (including any subcontractor or affiliate) other than at the written request of the Controller or as expressly provided for in this Agreement.
- (f) taking into account:
  - (i) the state of the art.
  - (ii) the nature, scope, context, and purposes of the processing; and
  - (iii) the risk and severity of potential harm,protect the Controller Personal Data by ensuring that it has in place appropriate technical and organisational measures, including measures to protect the Controller Personal Data against the risks of a Security Breach; and
- (g) ensure that only persons authorised by the Processor process the Controller Personal Data and that such persons are (i) subject to binding obligations to maintain the confidentiality of the Controller Personal Data; and (ii) trained on both (1) the requirements of the Data Protection Laws, and (2) their obligations in respect of the Controller Personal Data under this Agreement.

4.3 The Processor shall, without undue delay (and in any event within twenty-four (24) hours) after discovering any Security Breach or any failure or defect in security which leads, or might reasonably be expected to lead, to a Security Breach (together a "**Security Issue**") notify the Controller of the same.

4.4 Where a Security Issue arises, the Processor shall:

- (a) as soon as reasonably practicable, provide the Controller with full details of the Security Issue, the actual or expected consequences of it, and the measures taken or proposed to be taken to address or mitigate it;
- (b) co-operate with the Controller, and provide the Controller with all reasonable assistance in relation to the Security Issue; and
- (c) unless required by applicable law not make any notifications to a DP Regulator or any data subjects about the Security Issue without the Controller's prior written consent (not to be unreasonably withheld or delayed).

## 5. **Return or destruction of Personal Data**

5.1 Subject to clause 5.2, the Processor shall (at the Controller's option) return or irretrievably delete all the Controller Personal Data in its control or possession when it no longer requires such the Controller Personal Data to exercise or perform its rights or obligations in respect of such personal data, and in any event on expiry or termination of this Agreement.

5.2 To the extent that the Processor is required by applicable law to retain all or part of the Controller Personal Data (the "**Retained Data**"), the Processor shall:

- (a) cease all processing of the Retained Data other than as required by applicable law;
- (b) keep confidential all such Retained Data in accordance with clause 13 (Confidentiality); and
- (c) continue to comply with the provisions of this Agreement in respect of such Retained Data.

## 6. **Audit**

- 6.1 The Processor shall comply with all requests from the Controller (and its auditors, and its and their internal or external representatives) to access and inspect the Processor's (and its Sub-Processors') premises, records and personnel relevant to any processing of the Controller Personal Data, in each case to enable the Controller to audit and verify that the Processor (and its Sub-Processors) is complying fully with its obligations under this Agreement and under the Data Protection Laws in relation to the Controller Personal Data.
- 6.2 The Processor shall provide such information, co-operation and assistance in relation to any request made by the Controller (or its auditors, or its or their representatives) under clause **Error! Reference source not found.** as the Controller may reasonably require.

## 7. **Co-operation and assistance**

- 7.1 The Processor shall promptly co-operate with the Controller, and promptly provide such information and assistance as the Controller may reasonably require, to enable the Controller to:
- (a) comply with the Controller's obligations under the Data Protection Laws (including Articles 32-36 of UK GDPR) in respect of the Controller Personal Data; and
  - (b) deal with and respond to all investigations and requests for information relating to the Controller Personal Data from any DP Regulator.
- 7.2 If the Processor receives any complaint, notice or communication from a DP Regulator or other third party (excluding a Data Subject Request) which relates directly or indirectly to the Controller Personal Data or to either party's compliance with the Data Protection Laws, it shall notify the Controller as soon as reasonably practicable.
- 7.3 Where any provision of this Agreement places an obligation on the Processor, that obligation shall be construed as an obligation on the Processor to procure that all its Sub-Processors, and its own and its Sub-Processors personnel, comply with such obligation.

## 8. **Sub-Processors**

- 8.1 The Processor shall obtain the prior written consent of the Controller to the appointment of any Sub-Processors.
- 8.2 If the Processor appoints a Sub-Processor, the Processor shall ensure that:
- (a) such Sub-Processor shall only process the Controller Personal Data in order to perform one or more of the Processor's obligations under this Agreement; and
  - (b) it enters into a written agreement with that Sub-Processor, prior to any processing by the Sub-Processor, requiring the Sub-Processor to:
    - (i) process the Controller Personal Data only in accordance with the written instructions of the Processor or the Controller; and
    - (ii) comply with data protection obligations equivalent in all material respects to those imposed on the Processor under this Agreement.
- 8.3 Notwithstanding the appointment of a Sub-Processor, the Processor is responsible and liable to the Controller for any processing by the Sub-Processor in breach of this Agreement.

## 9. **Intellectual Property Rights**

- 9.1 The Processor acknowledges that all Intellectual Property Rights, title and interest in the Controller Personal Data subsist in and shall remain with the Controller. The Controller grants

the Processor a non-exclusive, non-transferable, royalty free licence to use the Controller Personal Data solely for the purposes of complying with its obligations under this Agreement.

9.2 If the Processor creates any Intellectual Property Rights in the Controller Personal Data in the course of providing the services under the Framework Agreement, the Processor hereby irrevocably and unconditionally assigns such Intellectual Property Rights to the Controller with full title guarantee, free from third-party rights and for the full term during which those rights and any renewals or extensions subsist.

## 10. **Indemnity**

The Processor shall indemnify and keep indemnified at its own expense the Controller against all claims, liabilities, damages, administrative fines, costs or expenses incurred by the Controller or for which the Controller may become liable due to any failure by the Processor or its Sub-Processors, subcontractors, agents or personnel to comply with any of its obligations under this Agreement or under the Data Protection Laws.

## 11. **Consequences of Termination**

11.1 Upon any termination or expiration of this Agreement:

- (a) the provisions of clause 5 shall apply.
- (b) the parties' respective obligations under this Agreement shall cease immediately.
- (c) subject to clause 5.2, each party shall, at the option of the other, either:
  - (i) return the other party's Confidential and Personal Information and any copies and extracts relating to it to the other party, or
  - (ii) destroy or delete that Confidential and Personal Information and any copies and extracts and certify to the other party in writing that it has done the same.

11.2 The termination of this Agreement for whatever cause shall not prejudice or affect the rights of either party in respect of any breach of this Agreement or any provision herein which is expressly or by implication to survive such termination.

## 12. **Transfer of Personal Data**

12.1 The Processor shall not process the Controller Personal Data, or otherwise transfer or access the Controller Personal Data, outside of the Permitted Region without the express prior written consent of the Controller.

12.2 The Controller's consent under clause 12.1 shall be conditional upon the Processor ensuring there is adequate protection and appropriate safeguards for such the Controller Personal Data in accordance with applicable Data Protection Laws when it is transferred or accessed outside of the Permitted Region. Such adequate protection and appropriate safeguards may include the completion of a transfer risk assessment and the application of further safeguards as the UK addendum or the UK International Data Transfer Agreement

12.3 If the Controller authorises the Processor to transfer the Controller Personal Data outside the Permitted Region pursuant to clause 12.1 and either (a) the means by which adequate protection for the transfer is achieved ceases to be valid, or (b) any DP Regulator (or other supervisory or regulatory authority) requires transfers of Personal Data pursuant to such Standard Contractual Clauses to be suspended, then the Controller may (at its discretion) require the Processor immediately to cease transfers of Personal Data and delete or return all Personal Data previously transferred.

### 13. **Confidentiality**

13.1 All Confidential Information disclosed by the disclosing party shall be treated by the receiving party as secret and confidential and the receiving party shall not disclose any of the Confidential Information to any person other than its directors or employees who strictly need to know the same for the purpose of complying with this Agreement.

13.2 The receiving party shall:

- (a) only use the Confidential Information for the purpose of complying with this Agreement and not for any other purpose.
- (b) take at least the same care in protecting the Confidential Information as it takes in protecting its own confidential information and in any event not less than that which would reasonably be expected to be taken by a skilled and experienced operator engaged in the same type of undertaking in protecting its own confidential information;
- (c) only make such copies of the Confidential Information as are reasonably required for the purpose of complying with this Agreement and shall keep the Confidential Information and such copies secure and in such a way so as to prevent unauthorised access by any third party;
- (d) inform the disclosing party immediately if it becomes aware, or reasonably suspects, that Confidential Information has been disclosed to any unauthorised third party; and
- (e) impose upon its directors and employees to whom Confidential Information is to make available pursuant to clause 13.1, obligations of confidentiality substantially equivalent to those contained in this Agreement.

13.3 Any party may disclose information which would otherwise be confidential if and to the extent:

- (a) it is required to do so by law or any regulatory or governmental body to which it is subject wherever situated.
- (b) the information has come into the public domain through no fault of that party; or
- (c) each party to whom it relates has given its consent in writing.

### 14. **Termination**

14.1 The Controller may terminate this Agreement for convenience by giving to the Processor not less than [3] months' written notice.

14.2 Each party may terminate this Agreement at any time with immediate effect upon written notice to the other if:

- (a) the other commits a material or persistent breach of this Agreement which, if capable of remedy, has not been remedied within seven (7) days of written notice to do so; or
- (b) the other enters into voluntary or involuntary liquidation (excluding any re-organisation or amalgamation), or enters into, or resolves to enter into, an arrangement, composition or compromise with, or assignment for, the benefit of its creditors generally, or any class of creditors or proceedings are commenced to sanction such an arrangement, composition or compromise; an order is made or a resolution is passed for the winding up or dissolution of the other party; or a provisional liquidator or similar officer is appointed in respect of the whole or any part of the assets or undertaking of the other party; or
- (c) the other ceases or threatens to cease to carry on business.

15. **Exclusion of third-party rights**

Unless expressly provided in this Agreement, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

16. **Variation**

No purported variation of this Agreement shall be valid unless it is in writing (which excludes email) and signed by or on behalf of each party.

17. **Entire agreement**

17.1 This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, representations, understandings or arrangements between the parties (oral or written) in relation to such subject matter. Each party acknowledges that:

17.2 upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not) except those expressly set out in this Agreement.

17.3 the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement.

17.4 Nothing in this clause 17 shall limit or exclude any liability for fraud.

18. **Further assurance**

At its own expense, each party shall, and shall use reasonable endeavours to procure that any necessary third party shall, promptly execute all such documents and do all such other acts as are necessary to give full effect to this Agreement.

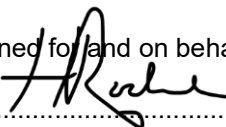
19. **Governing law and jurisdiction**

19.1 This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

**This Agreement** has been signed on the date appearing at the head of page 1.

Signed for and on behalf of The Controller



..... (please enter signature here)

Signed for and on behalf of the Processor

A handwritten signature in black ink, appearing to read "E. Henry". The signature is written in a cursive style with a large, looped initial "E" and a trailing flourish.

## Schedule 1

The Controller Personal Data processing activities carried out by the Processor under this Agreement may be described as follows:

**1. Subject matter of processing**

**2. Nature and purpose of processing**

To provide a digital solution to enable the recording of information relating to the provision of cycle training.

**3. Categories of personal data**

*Names addresses, contact details, age, special needs, outcome of training, parent and family details.*

**4. Categories of data subjects**

Children and their families

**5. Duration**

TBC