



Cintra Agreement

CUSTOMER NAME

and

CINTRA HR & PAYROLL SERVICES LIMITED

DD Month Year

Version: 1.0

This Cintra Agreement (the “Agreement”) commenced on DD Month Year.

Between:

CUSTOMER FULL LEGAL NAME a company registered in England and Wales with company number [number] and registered office address at [registered office address] (referred to as “**you**”, “**your**”, or “**Customer**”); and

CINTRA HR & PAYROLL SERVICES LIMITED a company registered in England and Wales with company number 3248469 and our registered office address is at Maling Exchange, Houltts Yard, Walker Road, Newcastle Upon Tyne, NE6 2HL (referred to as “**we**”, or “**us**”, or “**our**”).

Whereas:

- a) The Customer agrees to purchase payroll, HR and related software products and/or services in accordance with this Cintra Agreement; and
- b) We undertake to supply payroll, HR and related software products and/or services under the terms set out below.

Agreement Definitions

Certain key words within this document have the meaning set out below:-

- a) **Agreement:** means the binding legal agreement between you and us for us to provide Software Products and/or Services to you as set out below and as stated in the Service Schedule and Service Level Deliverables.
- b) **Charges:** the charges set out in the Services Schedule relating to the Software Products and/or Services provided by us to you or as otherwise specified in the Agreement.
- c) **Cintra SaaS:** means Cintra payroll and HR software provided by us to you as stated in the Services Schedule.
- d) **Cintra Source:** means Cintra outsourced payroll services provided by us to you as stated in the Services Schedule.
- e) **Confidential Information:** all confidential, proprietary or secret information, including without limitation information relating to the operations, processes, product information, know-how, trade secrets, customers, know-how of Cintra or you and other information designated by such party in writing as “Confidential” or “Proprietary”, whether by letter or by the use of a proprietary stamp or legend, prior to the time any such Confidential Information is disclosed to the other party. In addition, information which (i) would be apparent to a reasonable person, familiar with the disclosing party’s business as being of a confidential or proprietary nature the maintenance of which would be important to the disclosing party; shall constitute Confidential Information.
- f) **Data Controller:** has the meaning set out in the Data Protection Legislation.
- g) **Data Processor:** has the meaning set out in the Data Protection Legislation.
- h) **Data Protection Legislation:** means to the extent the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data applies, the UK Data Protection Legislation; To the extent the GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or we are subject, which relates to the protection of personal data.
- i) **Data Subject:** has the meaning set out in the Data Protection Legislation.
- j) **DPA 2018:** means the Data Protection Act 2018 of the United Kingdom.
- k) **GDPR:** means EU the General Data Protection Regulation ((EU) 2016/679).
- l) **Other Services:** means the other services (if any) provided by us to you as set out in the Services Schedule.
- m) **Parties:** shall mean us and you collectively and Party shall mean either us or you individually.
- n) **Personal Data:** has the meaning set out in the Data Protection Legislation.
- o) **Software Products and/or Services:** the software products and/or services to be provided or licensed by us to you pursuant to this Agreement as detailed on the Services Schedule (as may be amended from time to time to add in or remove Software Products and/or Services).
- p) **Retail Prices Index:** shall mean the Retail Prices Index (all items excluding mortgages) as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree mostly resembles such index.
- q) **Service Schedule:** means the document forming part of this Agreement between us and you and setting out the Software Products and/or Services provided or licensed by us to you.
- r) **Set Up and Implementation Costs:** the set up and implementation costs specified by us to you and charged at the date of the Services Schedule as a one-off payment or as an additional cost per payslip as set out on the Services Schedule.
- s) **Specific Terms:** means the additional terms which apply specifically to Cintra Source, Cintra SaaS, Outsourced Payroll or Other Services as listed on the Services Schedule and forming part of this Agreement.
- t) **Terms:** means these standard terms and conditions 1-17 for the supply of Software Products and/or Services as set out on the Agreement and mentioned in the Services Schedule.

- u) **UK Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner, and which are applicable to a Party.
- v) **UK GDPR:** means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and other data protection or privacy legislation in force from time to time in the United Kingdom.

It is agreed:-

1. Supply of Software Products and/or Services

We will provide to the Customer the Software Products and/or Services in accordance with the Services Schedule. Together they form a legal agreement. No other terms and conditions will apply except as set out below. These terms and conditions supersede any previously supplied terms and conditions.

2. Order of Precedence

The Agreement between us will consist of (1) these Terms (2) the Services Schedule; (3) the Service Level Deliverables; (4) Data Processing Agreement; (5) the Specific Term (if any). If there is a conflict or ambiguity between the above documents forming the Agreement, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

3. Term

This Agreement shall commence on the date specified on the Services Schedule and shall continue for 36 months (“Initial Term”) unless otherwise terminated as provided herein. The Agreement shall automatically extend for a further rolling 12-month period (“Extended Term”). Either Party may terminate this Agreement upon on giving 6 months' prior written notice to the other Party before the end of the Initial Term or the Extended Term.

4. General Warranties and Exclusions

- 4.1. We will supply the Software Products and/or Services set out on the Services Schedule in accordance with these Terms and the Specific Terms (if any).
- 4.2. In supplying the Software Products and/or Services, we warrant, undertake and represent to:
 - a) perform or provide the Software Products and/or Services with due reasonable care, skill and diligence in accordance with industry practice in our industry;
 - b) ensure that the Software Products and/or Services will conform with all descriptions and specifications set out in the Agreement; and
 - c) comply with all applicable laws and regulations (including the UK Bribery Act, Data Protection Act 2018 and applicable health and safety laws).
- 4.3. We do not warrant that the use of the software for Cintra SaaS will meet your data processing requirements or that the operation of the Software will be uninterrupted or error free.
- 4.4. We use a specialist third party for hosting services in the UK. We provide secure, accurate, reliable and top tier Hosting services. So far as we are able to, we will pass on to you the guarantees which we receive from our hosting provider.

5. Your Obligations and Remedies

- 5.1. You will co-operate with us in all matters relating to the Software Products and/or Services and provide such information as we may reasonably request.
- 5.2. Subject to the limitations of liability set out in this Agreement, if we fail to perform any services in accordance with the requirements of this Agreement, including by the dates or times specified in this Agreement your sole and exclusive remedy (and to the maximum extent permissible by law to the exclusion of all other implied, statutory or other remedies) is to require us to re-perform the defective services; or where we cannot we will (subject to the limitations set out in clause 7) pay reasonable and substantiated costs incurred by you for substitute services from a third party.

6. Charges and Payment

- 6.1. The fees for the Software Products and/or Services supplied are as stated in the Service Schedule.
- 6.2. Changes to data not due to our error will be subject to re-run charges as detailed in the Service Schedule.
- 6.3. Additional Service costs including re-run fees specified in the Service Schedule may be revised at our discretion from time to time.

- 6.4. In consideration for the provision of the Software Products and/or Services, we shall invoice you the fees monthly in arrears and you will pay us the Charges 14 days after in pounds sterling (GBP) in accordance with this clause 6.
- 6.5. You will set up a direct debit with your designated bank for payment of (i) the Charges (payment to be made on a recurring monthly basis in arrears) and (ii) where specified by us the Set Up and Implementation Costs; to the designated Cintra bank account.
- 6.6. Direct debits will be taken on or after 14 days from the date of invoicing.
- 6.7. Any other costs will be payable by you as we shall so notify you in writing.
- 6.8. All amounts payable by you are exclusive of amounts in respect of value added tax (VAT). You shall pay VAT on the fees at the rate and in the manner prescribed by law.
- 6.9. If you fail to make any payment due under the Agreement by the due date for payment, then, without limiting our remedies you will pay interest on the overdue amount at the rate of 4% per annum above base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. you shall pay the interest together with the overdue amount.
- 6.10. All amounts due under this Agreement will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.11. On the 11 April each year fees will increase at an annual rate not exceeding 3% above the latest available figure for the percentage increase in the Retail Price Index (as shall be determined by us for the period immediately preceding such notification of an increase in the Charges), excluding the first April after the agreement has been signed. We will provide you with thirty (30) days prior notice. Furthermore, we may alter the Charges at any time if the number of pay slips increases or decreases by more than 20 per cent at any point after execution of this Agreement.

7. Limitation of Liability

- 7.1. Nothing in the Agreement limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; and (b) fraud or fraudulent misrepresentation.
- 7.2. Subject to clause 7.1 we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of use or corruption of software, data or information; (e) any indirect or consequential loss.
- 7.3. Subject to clause 7.1 our total liability to you arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the lesser of i) £250,000 (two hundred and fifty thousand pounds GBP); or ii) the Charges relating to the Product and/or Services for the preceding 12 month period from the date you notified us of the claim.
- 7.4. Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 7.5. This clause 7 will survive termination of the Agreement.

8. Termination and Consequences of Termination

- 8.1. Either Party may terminate this Agreement upon on giving 6 months' prior written notice to the other Party before the end of the Initial Term or the Extended Term.
- 8.2. Without limiting any of our other rights, we may suspend the performance of the Software Products and/or Services, or terminate the Agreement with immediate effect by giving written notice to you if:
 - a) you commit a material breach of any term of the Agreement and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
 - b) you fail to pay any amount due under the Agreement on the due date for payment;
 - c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors, being wound up, having a receiver appointed to any of your assets or ceasing to carry on business;

- d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Agreement has been placed in jeopardy.
- 8.3. On termination of the Agreement any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected; and the following clauses shall continue in force: clause 7 (Limitation of Liability), clause 8 (Termination and Consequences of Termination).
- 8.4. Where we have not charged you Set Up and Implementation Costs as an upfront cost and you terminate the Agreement prior to the end of the Initial Term, in addition to any other contractual rights and remedies we may have, you will also be responsible for the outstanding balance of the Set Up and Implementation Costs and you shall pay this to us within 5 days of a written demand for payment.
- 8.5. If you choose to terminate this Agreement in violation of Section 3 hereof, you shall pay an early termination fee equal to the estimated fees that would have been incurred during the remaining term of the Agreement. Such estimated fees will be based on the average fees incurred during the last six (6) months just prior to the termination date. Such early termination fee shall be paid within fifteen (15) days of the termination date.
- 8.6. If you provide adequate prior written notice of termination per Section 8.1, we will prepare an exit plan to be agreed upon by you, that describes the respective obligations of the parties to facilitate an orderly transition of the Services to a new provider, including the transfer of Customer's data (as defined herein). Fees apply as outlined within the Service Schedule.
- 8.7. Upon termination of this Agreement, you shall pay us any outstanding fees owed in accordance with the terms of this Agreement. On payment of all outstanding invoices, we will return to you all of your Confidential Information (as defined herein), your data and any other files belonging to you, except that we may retain a copy of your data in order to fulfil our recordkeeping requirements as provided by law.
- 8.8. We will not have any obligation, contractual liability nor other liability; to save, store or hold any of your data (including personal data, payroll records, payments made, payroll runs or any other information whatsoever) after the termination or expiry of this Agreement (or any other related arrangement or Variation to this Agreement with you).
- 8.9. We will always act with professionalism and integrity in actions and communications and expects both parties to conduct business in strict legal compliance with the highest ethical standards. We will not tolerate aggressive or abusive language towards its staff, and such behaviour will be considered as reason to serve notice.

9. Change Management

- 9.1. Either Party may at any time request that a change is made to the Services in accordance with the Change Control Process detailed in the standard Service Level Deliverables.
- 9.2. Until a change has been agreed in accordance with the Change Control Process or if such change cannot be agreed then we shall continue to operate this Agreement as if the change request had not been made

10. Intellectual Property

All intellectual property rights in or arising out of or in connection with the Software Products and/or Services (other than intellectual property rights in any materials provided by you) will be owned by us.

11. Confidentiality

- 11.1. We each undertake that we will not disclose to any person any Confidential Information concerning one another's business, affairs, customers, payroll or suppliers, except as permitted by clause 11.2.
- 11.2. We each may disclose the other's Confidential Information:
- a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Agreement. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 11.2; and

- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- c) Each of us may only use the other's Confidential Information for the purpose of fulfilling our respective obligations under the Agreement.

12. Anti-Money Laundering

- 12.1. We are subject to legislation intended to combat money laundering and terrorism, including the Terrorism Act 2000, the Proceeds of Crime Act 2002 and associated regulations (and any subsequent modification to the legislation or regulations) ("Anti-Money Laundering Legislation"). The effect of the Anti-Money Laundering Legislation is wide and applies to the proceeds of any crime; it is not limited to the proceeds of drug trafficking, terrorism or serious crime. The Anti-Money Laundering Legislation imposes reporting obligations on us which override our duty of confidentiality to you.
- 12.2. We reserve the right to comply with the Anti-Money Laundering Legislation in all respects as it determines in good faith. Where we have notified the relevant authorities pursuant to our obligations under the Anti-Money Laundering Legislation you agree that we can provide such further information as the relevant authorities may require.
- 12.3. The requirements of the Anti-Money Laundering Legislation may either prevent us from taking steps, or from acting further, on your behalf and we may be prohibited by law from informing you of these matters. In these circumstances, we reserve the right to cease acting and to charge you for our Services to that date. You accept that the Anti-Money Laundering Legislation or guidance issued by the courts or any regulatory body may prevent us from informing you of all relevant matters either promptly or at all.

13. Events Outside Our Control

- 13.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Agreement that is caused by any act or event beyond our reasonable control ("Event Outside Our Control").
- 13.2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Agreement:
 - a) we will contact you as soon as reasonably possible to notify you; and
 - b) our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Software Products and/or Services with you after the Event Outside Our Control is over.

14. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and excludes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15. Third Party Rights

The Agreement is between you and us. No other person has any rights to enforce any of its terms.

16. Communications Between Us

- 16.1. When we refer to "in writing" in these Terms, this includes email.
- 16.2. Any notice or other communication given under or in connection with the Agreement must be in writing and be delivered in writing.
- 16.3. A notice or other communication is deemed to have been received when sent.
- 16.4. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 16.5. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

17. Data Protection

Cintra's Data Processing Agreement (incorporated as Schedule 1) is incorporated into this Agreement and the Parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

18. Governing Law & Jurisdiction

The Agreement is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Agreement to the exclusive jurisdiction of the English courts.

- Please tick here to confirm you have read and agreed to the above terms and conditions.

- Please tick here to confirm you have read and agree to the Implementation Timetable For Cintra Products as outlined at the date of this contract.

From time to time, we may use the data supplied below to contact you where we feel we have a legitimate interest to do so. For more information on how we use your data, please review our [Privacy Notice](#).

Signed for and on behalf of
CUSTOMER NAME

Signed for and on behalf of
CINTRA HR & PAYROLL SERVICES LIMITED

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed: _____

Signed: _____

- Cintra HR & Payroll Services Limited may wish to inform you of other activities through the delivery of direct marketing to you via email. You have the right to withdraw this consent at any time by contacting us at gdp@cintra.co.uk. If you are happy to receive this information, tick the box and provide your email address below.

Email: _____

Service Schedule

Cintra software is HMRC approved and as an organisation we are proud to be certified with ISO 9001, ISO 27001 and both BACS and CIPP PAS accreditation. Cintra is RTI compliant and provides full Auto Enrolment functionality.

Software Products and/or Services included in this Agreement:

Item	Information / Description
Software	
Cintra SaaS Payroll and HR combined	
Cintra SaaS Payroll only	
Cintra SaaS HR only	
Cintra SaaS HR with Cintra Source	
Outsourced services	
Cintra Source Payroll per payslip	Minimum monthly charge of £100 applies
Admin & software Support Packages - SaaS and Source	
Cintra Serve Level 1	For Cintra SaaS and Cintra Source. View online payslips, P60s and P11ds and data amendments.
Cintra Serve Level 2	Holiday bookings, Sickness, Policy / personal documents, Timesheets and Organisation chart management.
Cintra HR Support 1	Supports Cintra Serve level 1 as an outsourced solution
Cintra HR Support 2	Supports Cintra Serve level 2 as an outsourced solution
Cintra Consult payroll support advice for software customer	

Estimated Go Live Date

DD/MM/YYYY

Charges & Payments

Payroll Fees

Price per Payslip £ 0,000 up to 0,000 payslips per month.

Implementation

Implementation Fee £ 0,000

Additional Services

Access to software on read only basis £ 0,000 per month

Skills for Information Age (SFIA)

Implementation Consultant	£ 0,000 per day
Technical Implementation Consultant	£ 0,000 per day
Software Developer	£ 0,000 per day
Re-run Charges:	£ 000
Exit Charges	For the standard exit report for Cintra contracts is £500.00 per payroll that is exiting, plus any notice period charges as per the contract and any copy data requests prior to data deletion.
Bespoke Exit Reports	Priced on request and timelines for delivery to be agree as part of the quote.

Service Level Deliverables

1. Software

1.1. cintraSaaS

Cintra SaaS allows you to manage your HR and Payroll processes in-house. A fully integrated software solution, our award-winning system gives you everything you need to ensure accuracy, efficiency, compliance and control.

Features and Benefits

✓ **Includes Cintra Serve (Level 1)**

Log into your company portal and view online payslips, P60s and P11DS. Data amendments can also be actioned.*

*(this can be turned off if preferred)

✓ **Date Driven**

Automatically recalculate payments, saving time and reducing the need for manual input.

✓ **Automate Processes**

Processes which were once complex and time-consuming can be easily automated, saving time and money in your business.

✓ **Single Solution**

A fully integrated HR and payroll software using a single database so everything you need is in one place, making it easy to streamline tasks and maximise efficiency.

✓ **Fully Compliant**

HMRC compliant with a dedicated team to keep you informed of any legislation changes.

✓ **Run Valuable Reports**

Quickly retrieve information you need by running key reports such as Gender Pay Gap and Sickness Absence.

1.1.1. Seamless Implementation

Cintra SaaS implementation is a straightforward process, made easier by the expert project management skills of our experienced implementation team. You will be allocated a Project Leader who will be with you every step of the way, from project initiation to going live. Once live you will have access to our Support Desk for any ongoing software queries.



1.1.2 Software Availability

99.5% availability 24 hours a day, 7 days a week, 365 days a year. Excluded from this are scheduled upgrades that are conducted outside of business hours (Monday-Friday 9am to 5pm) and result in no more than 1 hour per week of unavailability.

1.1.3. Maintenance & Support Services

1.1.3.1. Support Desk Obligations

The Cintra support desk is available 09:00 until 17:30 (UK time) Monday to Friday. Support will not be provided during weekends or Bank Holidays. A limited service will be provided during the Christmas period: 24th December until 2nd January. Support Telephone: # 0191 478 7000. Transfer to the Support Team.

We also have our dedicated Outsourced Service team (OSS) who would be the primary point of contact (for a fully managed service). This team has a total of around 50 members and runs over 100,000 payslips across more than 1,200 customers each month. Our support teams are here to help with any queries or problems you might have when using Cintra products.

Cintra sets out clear response times depending on the nature of the issues/enquiries made. Issues that arise are categorised and dealt with within the timescales identified in the table below.

1.1.3.2. Response Times

Priority Level	Description	Example	Target Response Time
1	Critical	Business Critical. Unable to run time critical payroll and situation is considered an emergency.	1 hour
2	Major	Important service unable to run. Loss of application functionality or performance resulting in multiple users impacted in their normal functions.	2 hours
3	Minor	Loss of application functionality, product feature requests, how-to questions.	1 day
4	Developmental	Request for a software enhancement.	Unspecified

Resolution: to be provided on a best endeavours basis.

Cintra can ensure that 100% of faults raised via the helpdesk are responded to and corrected within 0 to 2 hours for critical faults and 0 to 4 hours for urgent faults. Where a system error is critical and the system is unusable, Cintra can reinstate full operations with zero loss of data within an hour (although we target no more than 30mins).

1.3.3. Hosting

Cintra uses specialist third parties for Hosting Services. Currently this consists of Six Degrees Group and Amazon Web Services. Cintra passes through the support and guarantees which it receives from Six Degrees Group and Amazon Web Services. Full details of this can be found in the **Hosting Service Level Agreement**, which can be viewed and downloaded on our website by [clicking here](#).

1.2 **cintraSource**

The **Cintra Source Service Level Deliverables** applicable are that found as at the date of the Agreement and can be viewed and downloaded from our website, by [clicking here](#).

2. Implementation Timetable For Cintra Products

Stage	Implementation Stage	SaaS, Source, Both	Description	Dependency	Client Deliverables	Cintra Deliverables
1	Resource Allocation	Both	Prior to the Project Kick Off Cintra need to ensure that the correct resource can be allocated to the project	There is a dependency on the contract being signed and returned within the required timescales before resource can be allocated		
2	Project Kick Off	Both	<p>Project Kick Off occurs after sale completion, usually around 1-3 weeks post contract signing depending on your target go live date.</p> <p>The purpose of this meeting is to introduce Implementation and share the process in detail.</p> <p>It is an opportunity for you to share your current set up and any complexities with your HR or payroll.</p>		Share the detail of any interfaces or development requirements you have.	Initial Project Plan and Kick off pack documented

3	Pre-Implementation Meeting	Both	<p>Pre-Implementation Meeting. This occurs around 1 week after the project kick off.</p> <p>The meeting itself will take around 3 hours, at this meeting you will be required to populate our portfolio document with your implementation consultant, and you will need to provide the required information.</p> <p>If some of this is not readily available this may have a knock-on impact to your go live date.</p> <p>It is recommended that you line up your payroll experts to join this meeting and start to collate the data before the meeting so there is no impact to timescales.</p> <p>It is also recommended that you provide a finance person and be prepared to provide financial postings.</p>	<p>There is a dependency on you having access to the required data and can provide within the timescales of the plan.</p>	<p>Complete the portfolio (requirements) document which includes:</p> <ul style="list-style-type: none"> ▪ Company Overview ▪ Current Employer Set up and Payroll information ▪ HMRC references and scheme details ▪ Company Bank Accounts ▪ Apprentice Levy, employment allowances, GDPR requirements, Education Details ▪ Salary Calculation methods ▪ Holiday calculation methods ▪ Jobs and Posts / Organisational Chart ▪ Payment and Deduction Headings ▪ Sickness and Parental Leave and calculations ▪ Pension Schemes ▪ Self Service Modules ▪ In Year Notifications / P45 ▪ Reporting ▪ Interfaces ▪ Accounting Requirements ▪ Expenses and Benefits ▪ Third Party Liability Payments 	<p>Conduct the pre-implementation meeting and confirm requirements for the customer, ensuring that all bases are covered and agreement of any development/integrations work.</p>
4	System Configuration, Build and Data Take On	Both	<p>System Configuration, Build and Data Take On. This will take around 4 weeks to complete. The data required will be per individual employee and needs to be balance with the P32 for HMRC liability. It is therefore important that this is given the time and attention to ensure complete accuracy.</p> <p>During this 4-week period we will also build the system and arrange any development/IT or Interface work.</p>	<p>Data has been provided and the format of that data is correct. It is crucial that standing data such as bank accounts is accurate and there is a dependency that this has been provided ahead of the parallel run.</p>	<p>Complete the data take on template, you will be required to provide populated excel documents:</p> <ul style="list-style-type: none"> ▪ Payroll Implementation Portfolio ▪ Data Take On Templates ▪ Organisational Charts <p>Some of the detail required in these documents includes:</p> <ul style="list-style-type: none"> ▪ Employer ▪ PAYE scheme ▪ Payroll ▪ Payroll Period ▪ Additions ▪ Deductions 	<p>Documented requirements specification.</p> <p>Build the system.</p> <p>Progress Integration and Development work.</p> <p>Load Data.</p>

5	Parallel Run 1 (Cintra)	Both	<p>Parallel Run 1 (Cintra) This is the most crucial part of the process. This is essentially the testing period for your payroll, there will be 2 parallel runs prior to the system going live, 1 completed by Cintra and the 2nd by yourselves.</p> <p>The parallel run needs to balance exactly with the payroll. You will find that the first parallel run is usually out and you will need to work through this with your implementation consultant to correct any issues.</p> <p>This is normal for your first parallel run. Parallel Run 1 usually takes around 3 weeks to complete, and you will need to be available during this period to work through issues and questions with your implementation consultant.</p>	<p>There is a dependency on the Data being imported for the parallel run to occur.</p> <p>There is a dependency on the parallel run balancing within the forecasted timescales of the plan.</p>	Client is available to review and respond to any questions/issues on the data that has been supplied.	Report outcome of Parallel for the client to review information is correct.
6	Training	SaaS Source (Cintra Self Serve and Cloud only)	<p>Training. System training will be required, and the training requirements will vary depending on the product purchased. This will be between 2-4 days.</p> <p>This needs to have occurred before the parallel run can take place as you will be running the second parallel run before going live. You will need to identify exactly who needs training and feed this into the project to arrange.</p>	There is a dependency on parallel run 1 completing, the customer data is correct and balanced.	Client is available for training on the service they are purchasing.	Conduct training course and notes.
7	Parallel Run 2 (Client)	SaaS	<p>Parallel Run 2. Following Training you/OSS will complete the second parallel run.</p> <p>You should find that the second parallel will balance as the issues were resolved during parallel 1.</p>	There is a dependency on training been completed for the customer to process parallel run 2.	Client is trained and available to lead the second parallel run, in line with the plan.	Support from the implementation consultant with your parallel run.
8	Reporting & Journals	Both	<p>Reporting and Journals. Defining your reporting and Journal requirements during implementation will occur during the pre-implementation meeting and be an ongoing part of the implementation from pre implementation into go live.</p> <p>There are no dependencies on payroll or HR going live before the journal or reporting is complete.</p>		Client can build the remaining reports.	2 reports will be built by Cintra with the client Build Journal.

9	Go Live	Both	<p>GO LIVE. There is a dependency on all of the milestones up to Parallel 2 being achieved before you can then go live.</p> <p>There are some smaller tasks to be complete by your implementation consultant before the system can go live.</p>	There is a dependency on all of the above milestones being achieved in line with the plan to meet the target go live date.		
10	Project Close	Both	<p>Project Close. Once you have gone live we will ensure that you are happy with the service you have received and that the milestones of the plan have been met before closing the project.</p>		Client to sign off the deliverables.	Sign off documentation will be provided.

Schedule 1.

Cintra Data Processing Agreement

Version Number: v1.1

Date of Issue: 17/08/2021

Document Owner: Chief Operating Officer

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PARTIES:

CUSTOMER FULL LEGAL NAME, a company registered in England and Wales with company number [number] and whose business address is at [registered office address] ("**Client**")

CINTRA HR & PAYROLL SERVICES LIMITED, a company registered in England and Wales with company number 3248469 with its registered office address is at Maling Exchange, Hoult's Yard, Walker Road, Newcastle Upon Tyne, NE6 2HL ("**Cintra**").

AGREED TERMS

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement.

- a) **Agreement** means the Data Processing Agreement as set out within this Schedule.
- b) **Applicable Law** means laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or governmental authority that is binding upon or applicable to a Party or this Agreement, as amended unless expressly specified otherwise (including, for clarity, the Data Protection Legislation).
- c) **Authorised Persons** means the persons or categories of persons that the Client authorises to give Cintra written personal data processing instructions as identified in Annex B and from whom Cintra agrees solely to accept such instructions.
- d) **Business Days** means any day except any Saturday, any Sunday, or bank holiday when Banks in London are open for business.
- e) **Business Purposes** means for the purpose of the provision of the products and/or the services to be provided by Cintra to the Client as described in the Master Agreement and any other purpose specifically identified in Annex A.
- f) **Client personal Data** means any information relating to an identified or identifiable living individual that is processed by Cintra on behalf of the Client as a result of, or in connection with, the provision of the products and/or services under the Master Agreement.
- g) **Commencement Date** means the date Cintra starts processing personal data for the Client.
- h) **Commissioner** means the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).
- i) **Controller** means the natural or legal person, public authority, agency or any other entity or person who alone or jointly with others determines the purposes and means of the processing of Personal Data.
- j) **Data Protection Legislation** means:
 - a) To the extent the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data applies, the UK Data Protection Legislation;
 - b) To the extent the GDPR applies, the law of the European Union or any member state of the European Union to which the Client or Cintra is subject, which relates to the protection of personal data.
- k) **Data Subject** means a natural person who can be identified, whether directly or indirectly, including by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.
- l) **Data Subject Request** means a request made by a Data Subject under the Data Protection Legislation to exercise their rights thereunder.
- m) **DPA 2018** means the Data Protection Act 2018 of the United Kingdom.

- n) **EEA** means the European Economic Area.
- o) **EU Standard Contractual Clauses (SCC)** means the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), a completed copy of which comprises Annex D or such alternative clauses as may be approved by the European Commission from time to time.
- p) **GDPR** means EU the General Data Protection Regulation ((EU) 2016/679).
- q) **Heightened Cybersecurity Requirements** means any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Client or its end users relating to security of network and information systems and security breach and incident reporting requirements, which may include the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.
- r) **ICO** means the Information Commissioners Office, the competent data protection authority within the United Kingdom (UK).
- s) **Master Agreement** means all agreements and terms entered into between the Parties for the provision of Cintra products and services (whether before or after the Commencement Date of this Agreement) and includes terms which apply specifically to Cintra Source, Cintra SaaS, outsourced payroll or other services as listed on the Cintra Services Schedule.
- t) **Parties** means Cintra and the Client collectively and Party shall mean either both or a Party individually.
- u) **Personal Data** means any information relating to an identified or identifiable Data Subject or as otherwise defined as such in Data Protection Legislations.
- v) **Personal Data Breach** means a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.
- w) **Processing, processes, processed, process** means any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third parties.
- x) **Processor** means a natural or legal person, public authority, agency, or other body. which processes personal data on the instruction of and behalf of the Controller.
- y) **Supervisory Authority** means the competent data protection authority which is established in a jurisdiction under its privacy laws with competence in its privacy matters. A list of which can be found [here](#).
- z) **System Messages** means messages on Cintra Cloud or messages sent through Cintra Secure Portal.
- aa) **UK Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner, and which are applicable to a Party.
- bb) **UK EU Standard Contractual Clauses (UK SCC)** means the ICO'S Standard Contractual Clauses for the transfer of Personal Data from the United Kingdom to processors established in third countries (controller-to-processor transfers), a completed copy of which comprises Annex C or such alternative clauses as may be approved by the ICO from time to time.
- cc) **UK GDPR** means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit)

Regulations 2019 and other data protection or privacy legislation in force from time to time in the United Kingdom.

- 1.2 This Agreement is subject to the terms of the Master Cintra Agreement and is incorporated into the Master Agreement.
- 1.3 The schedules and annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes its annexes and schedules.
- 1.4 A reference to A 'Party' includes that Party's successors and permitted assigns.
- 1.5 Words in the singular include the plural and vice versa.
- 1.6 Any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.
- 1.7 A reference to legislation includes all subordinate legislation made from time to time under that law and is a reference to that legislation as amended, extended, re-enacted, or consolidated from time to time.
- 1.8 A reference to writing or written means any method of reproducing words in a legible and non-transitory form including faxes, system messages, and email.
- 1.9 A reference to any English and Welsh action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept, or thing shall, in respect of any jurisdiction other than England and Wales, be deemed to include a reference to that which most nearly approximates to the English and Welsh equivalent in that jurisdiction.
- 1.10 A reference to any EU action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept, or thing shall, where no longer applicable after Brexit, be deemed a reference to that which most nearly approximates it under the Law of England and Wales.
- 1.11 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.13 In the case of conflict or ambiguity between the Clients agreements related to the processing of the Client Personal Data, the documents will have the following order of precedence:
 - (a) SCC and UK SCCs;
 - (b) the Agreement; and then
 - (c) the Master Agreement.

2. Term

- 2.1 This Agreement shall start on the Commencement Date of the Master Cintra Agreement and shall continue in full force and effect so long until its termination under clause 12 hereof.
- 2.2 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either Party at any time up to the date of termination.

3. Status

- 3.1 The Client and Cintra agree and acknowledge that for the purpose of the Data Protection Legislation:
 - (a) the Client is the Controller, and Cintra is the Processor;
 - (b) the Client retains control of the Client Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Cintra;
 - (c) A describes the subject matter, duration, nature and purpose of the processing and the Client Personal Data categories and Data Subject types in respect of which Cintra may process the Client Personal Data to fulfil the Business Purposes; and
 - (d) neither Party shall sell, retain, use, or disclose the Client Personal Data for any purpose other than for the Business Purposes or as otherwise permitted by Data Protection Legislation

4. Client Obligations

- 4.1 The Client shall, at all times, comply with the Data Protection Legislation in connection with the processing of Client Personal Data. The Client shall ensure all instructions given by it to Cintra in respect of Client Personal Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Legislation. Nothing in this Agreement relieves the Client of any responsibilities or liabilities under any Data Protection Legislation.
- 4.2 By entering into this Agreement, the Client consents to (and shall procure all required consents, from its personnel, representatives, and agents, in respect of) all actions taken by Cintra in connection with the processing of the Client Personal Data, in compliance with the Clients' applicable privacy notice.
- 4.3 The Client undertakes, represents, and warrants that it shall:
- (a) ensure that any information it provides to Cintra is complete and accurate;
 - (b) co-operate with Cintra in all matters relating to the processing of the Client Personal Data;
 - (c) provide Cintra with such information and materials as Cintra may reasonably require in order to supply the Services and/or products, and ensure that such information is complete and accurate in all material respects;
 - (d) ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to Cintra;
 - (e) obtain and maintain all necessary licences, permissions and consents which may be required;
 - (f) comply with all Applicable Law; and
 - (g) promptly notify Cintra if it becomes aware of any change or circumstance which will, may or is alleged to impact the lawfulness of any processing of the Client Personal Data by the (including if a Data Subject withdraws any necessary consent or requests their Client Personal Data is no longer processed or is erased).
- 4.4 If Cintra's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
- (a) without limiting or affecting any other right or remedy available to it, Cintra shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Cintra's performance of any of its obligations;
 - (b) Cintra shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Cintra's failure or delay to perform any of its obligations as set out in this clause 4; and
 - (c) the Client shall reimburse Cintra on written demand for any costs or losses sustained or incurred by Cintra arising directly or indirectly from the Client Default.

5. Cintra's obligations

- 5.1 Cintra will only process the Client Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Client's documented instructions, unless required to process such Client Personal Data for other purposes by Applicable Law or regulatory authorities. In such circumstances, Cintra shall provide the Client notice, unless the relevant Applicable Law or regulatory authority prohibits the giving of such notice. Cintra will not process the Client Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation.
- 5.2 Cintra will promptly notify the Client if, in its opinion, the Client's instructions do not comply with the Data Protection Legislation. If Cintra believes that any instruction received by it from the Client is likely to infringe Data Protection Legislation, it shall be entitled to cease to provide the relevant application and services until the Parties have agreed appropriate amended instructions which are not infringing.
- 5.3 Cintra will notify the Client without undue delay (and wherever possible, no later than 36 hours after becoming aware of a Personal Data Breach of the Client Personal Data) and will provide the Client with such details as the Client reasonably requires regarding such Personal data Breach, which it has available to it.
- 5.4 Cintra will use all reasonable endeavours to assist the Client, with meeting the Client's compliance obligations under the Data Protection Legislation, taking into account the nature of Cintra's processing and the information available to Cintra, including in relation to Data

Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner and/or relevant Supervisory Authority under the Data Protection Legislation. Cintra reserves the right to charge the Client an appropriate and reasonable fee for such assistance.

6. Change in Law and Compliance

- 6.1 Cintra will notify the Client of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting Cintra's performance of the Master Agreement or this Agreement.
- 6.2 In the event the Client's compliance with Data Protection Legislation requires the imposition of certain additional contractual obligations under this Agreement, the Client shall notify Cintra and Cintra shall, at the Client's cost and in good faith seek to amend this Agreement in order to address the requirements under Data Protection Legislation. In the event the Parties fail to reach agreement on an amendment to this Agreement, then Cintra may, without any liability whatsoever for any damages, loss or expenses of any kind suffered or incurred by the Client, terminate the Agreement on no less than thirty (30) days' prior written notice.
- 6.3 When a Party is subject to more than one data protection legislation regime it shall as far as possible, meet all its obligations under all applicable Data Protection Legislation, where there is a conflict of requirements under applicable Data Protection Legislation regimes, a Party shall adhere to the Data Protection Legislation elements of each regime which applies the strictest level of data protection and data subject rights to a Data Subject's Personal Data.

7. Obligations

- 7.1 Cintra will ensure that all of its employees processing the Client Personal Data:
 - (a) are informed of the confidential nature of the Client Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Client Personal Data;
 - (b) have undertaken training on Data Protection Legislation and how it relates to their handling of the Client Personal Data and how it applies to their particular duties; and
 - (c) are aware both of Cintra's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

8. Security

- 8.1 Cintra will, considering the current technology environment and implementation costs, take appropriate technical and organisational measures to prevent the accidental, unauthorised, or unlawful processing of the Client Personal Data and the loss or damage to, the Client Personal Data, and ensure a level of security appropriate to:
 - (a) the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
 - (b) the nature of the Client Personal Data protected; and
 - (c) comply with all applicable Data Protection Legislation and its information and security policies.
- 8.2 Cintra's appropriate technical and organisational measures include, as appropriate to the risk involved:
 - (a) the encryption of Client Personal Data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) appropriate physical, data and system access controls;
 - (d) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - (e) Transmission and Input controls.
 - (f) data segregation;
 - (g) appropriate ISMS policies, procedures and controls in line with ISO 27001;
 - (h) appropriate secure settings for devices and software; and
 - (i) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.
- 8.3 Where the client requests Cintra, in writing, to implement Heightened Cybersecurity Requirements, Cintra will use all reasonable endeavours to implement such additional Heightened Cybersecurity Requirements at the Client's cost.

9. Cross-border transfers of personal data schedule

- 9.1 Cintra (and any subcontractor) will not transfer or otherwise process the Client Personal Data outside the UK and/or EEA (as appropriate) without obtaining the Client's prior written consent.
- 9.2 Where such consent is granted, Cintra will only process, or permit the processing, of the Client Personal Data outside the UK and/or EEA (as appropriate) under the following conditions:
 - (a) Cintra is processing the Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals.
 - (b) Cintra participates in a valid cross-border transfer mechanism under the Data Protection Legislation such as SCCs or UK SCCs; or
 - (c) the transfer otherwise complies with the Data Protection Legislation.
- 9.3 If any Personal Data transfer between the Client and Cintra requires execution of SCCs and/or UK SCCs the Parties will complete all relevant details in, and execute, the SCC and/or UK SCCs (as appropriate) contained in Annexes C and D respectively, and take all other actions required to legitimise the transfer.

10. Subcontractors

- 10.1 The Client hereby provides a general authorisation to Cintra to engage subcontractors to process the Client Personal Data upon and subject to the remaining provisions of this Agreement. Those subcontractors approved as at the commencement of this Agreement are as set out in Annex B.
- 10.2 Cintra may only authorise a third-party (subcontractor) to process the Client Personal Data if:
 - (a) the Client is provided with an opportunity to object to the appointment of each subcontractor within 7 Business Days after Cintra supplies the Client with details in writing regarding such subcontractor;
 - (b) Cintra enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Client's written request, provides the Client with copies of the relevant excerpts from such contracts;
 - (c) Cintra maintains control over all the Client Personal Data it entrusts to the subcontractor; and
 - (d) the subcontractor's contract terminates automatically on termination of the Agreement for any reason.
- 10.3 Where the subcontractor fails to fulfil its obligations under the written agreement with Cintra which contains terms substantially the same as those set out in this Agreement, Cintra remains liable to the Client for the subcontractor's performance of its agreement obligations.

11. Complaints, data subject requests and third-party rights

- 11.1 Cintra will promptly provide such information to the Client as the Client may reasonably require, to enable the Client to comply with:
 - (a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of Client Personal Data, and restrict the processing of Client Personal Data; and
 - (b) information or assessment notices served on the Client by the Commissioner under the Data Protection Legislation.
- 11.2 Cintra will notify the Client immediately in writing if it receives any complaint, notice or communication that relates to the processing of the Client Personal Data.
- 11.3 Cintra will notify the Client within 7 days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 11.4 Cintra will give the Client, at the Client's cost, its co-operation and assistance in responding to any complaint, notice, communication, or Data Subject request.
- 11.5 Cintra will not disclose the Client Personal Data to any Data Subject or to a third-party other than in accordance with the Client's written instructions, or as required by Applicable Law.

12. Termination

- 12.1 This Agreement will terminate automatically on termination of the Master Agreement and/or when Cintra stops processing Client Personal Data (whichever is the latter).
- 12.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Master Agreement in order to protect the Client Personal Data will remain in full force and effect.

13. Data return and destruction

- 13.1 Subject to clause 13.2 below, on termination of the Agreement for any reason or expiry of its term, Cintra will securely delete or destroy or, if directed in writing by the Client, return and not retain, all or any of the Client Personal Data related to this Agreement in its possession or control
- 13.2 If any law, regulation, or government or regulatory body requires Cintra to retain any documents, materials or Client Personal Data that Cintra would otherwise be required to return or destroy, it will notify the Client in writing of that retention requirement, giving details of the documents, materials or Client Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.
- 13.3 Cintra will certify in writing to the Client that it has deleted or destroyed the Client Personal Data within 30 days after it completes the deletion or destruction.

14. Audit

- 14.1 Cintra shall, in accordance with Data Protection Legislation, make available to the Client such information that is in its possession or control as is necessary to demonstrate Cintra's compliance with the obligations placed on it under this Agreement and to demonstrate compliance with the obligations on each Party imposed by Article 28 of the GDPR and/or UK GDPR (and under any equivalent Data Protection Legislation equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 14).

15. Indemnification

- 15.1 The Client agrees to indemnify, keep indemnified and defend at its own expense Cintra against all costs, claims, damages, or expenses incurred by Cintra or for which Cintra may become liable due to any failure by the Client or its employees, subcontractors, or agents to comply with any of its obligations under the Data Protection Legislation.

16. Confidentiality

- 16.1 Cintra will maintain the confidentiality of the Client Personal Data and will not disclose the Client Personal Data to third parties unless the Client or this Agreement specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Commissioner and/or Supervisory Authority). If a domestic law, court, or regulator (including the Commissioner and/or Supervisory Authority) requires Cintra to process or disclose the Client Personal Data to a third-party, Cintra will first inform the Client of such legal or regulatory requirement and give the Client an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.

17. Communications

- 17.1 Any communication given to a Party under or in connection with this Agreement must be in writing and delivered to:
 - For the Client: [Client Data Privacy Contact]
 - For Cintra: gdprrteam@cintra.co.uk
- 17.2 Clause 17.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. Governing law and jurisdiction

- 18.1 This Agreement and any dispute or non-contractual obligation arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales.
- 18.2 Each Party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

19. English Language

- 19.1 This Agreement is made in the British English language.
- 19.2 Each document, notice, waiver, variation and written communication whether in hard copy or electronic form made or delivered by one party to another pursuant to this Agreement shall be in the British English language or accompanied by a translation thereof into English certified (by an officer of the person making or delivering the same) as being a true and accurate translation thereof.
- 19.3 The English language version of this Agreement and any document, notice, waiver, variation and written communication relating to this Agreement shall prevail over any translation and any version in any other language.

Client Personal Data Processing Particulars

Scope - The Scope of the processing will encompass receiving Client Personal Data, storing, organising or otherwise filing the Shared Personal Data in order to enable the full functionality of the software to be able to perform the payment of outsourced payroll or SaaS (and/or other services where stated) as specified in the Master Agreement and on the Services Schedule.

Subject matter of processing: The provision of outsourced payroll processing services on behalf of the Client to enable payment of its employees and other staff members.

Nature & Purpose of Processing - Where outsourced payroll is provided, Cintra will process the payment of Client employee wages, salaries and other sums (and other services as specified) as agreed by the Parties. Where SaaS services are provided Cintra will provide the software for Client to perform the above payment activities.

Duration of the processing - For the Term specified in the Master Agreement or where no terms are stated for the duration that Cintra provides outsourced payroll services and ancillaries to the Client.

Types of personal data - Through the provision of the Software the types of personal data that will be processed by Cintra in its capacity as Data Processor include:

Types of Personal Data	May include
Identification Data	Date of Birth Driving Licence Name Nationality NI Number Passport Number
Contact Data	Address Email Address Phone Number
Physical Characteristics	Gender
Employment and Professional data	Appraisers and Appraisal Details Company Benefits Company Car Compassionate Leave DfES Number Disciplinary Education & Training Details Employment History Employment Start and End Date Furlough Details Grievances and Holiday Entitlement Job Title Line Manager Details Mileage P11D Parental Leave Pension Deductions and Provider Professional Qualifications Teaching - Highest Qualification Unpaid Leave Dates and Reasons Workplace
Background Checks	Convictions Court Orders and Provider DBS Checks Right to Work

Financial Data	Allowances Bank Details Benefits Bonuses Commissions Court Orders and Provider Payments Details Pension Deductions Salary Tax and Gross Pay Details Wage Rates
Ownership	Shares Information
Relationship Data	Dependents Marital Status Next of Kin

Special Category Data:

Through the provision of the Software the types of special category personal data that will be processed by Cintra in its capacity as Data Processor may include:

Special Category Data	Health including Mental Health, Physical Health, Sickness Dates, Company Sick Pay, Sickness Reasons Racial or Ethnic Background - Nationality Religious Views or Associations Sexual Orientation Trade Union Membership
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Categories of data subject - The Data Controller controls the lists of data subjects provided to Cintra as data processor and such data subjects will be employees and other designates of the Client.

Authorised Persons:

Client Authorised Persons:	
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Client Initial:	
------------------------	--

ANNEX A Approved Sub-processors

List of all Client approved sub-processors

Processor	Processing	Address
AppTel / Sip2Teams	This is used for managing our VOIP internet calling so all phone calls go through this provider, so they have access to phone numbers. They shouldn't have access to phone call contents as they are all encrypted.	Apptel Ltd. Chestnut Studios Corton, Warminster Wiltshire, BA12 0SZ Registration Number: 10195467
AWS	We use AWS for our hosting but also for identity management using Cognito, emails using SES and SMS using SNS. They have access to email address, names, and phone numbers. They do not have access to the databases that are stored on AWS.	Amazon Web Services EMEA SARL 38 Avenue John F. Kennedy L-1855 Luxembourg Registration Number: FC034225
Vipre	Email filtering platform and email archive. Stores all emails sent and received to Cintra mailboxes. Both systems have a list of user accounts from our AD. We don't share personal data unencrypted through email.	IC5 Innovation Way Keele Science Park Keele Staffordshire ST5 5NT
Microsoft	We use Microsoft 365 and Azure for identity management. Email address, phone numbers and names are routinely stored.	Microsoft Ltd. Microsoft Campus Thames Valley Park Reading Berkshire, RG6 1WG Registration Number: 01624297
Atlassian	Provide project management software for our development, implementation, and IT teams. No personal client data is currently shared on Atlassian but may do in the future if this proved useful.	Atlassian (Sydney HQ) Level 6 341 George Street Sydney New South Wales 2000 Australia
6 Degrees	We host our hybrid private cloud with them. They have no logical access to our data.	Six Degrees Technology Group Ltd. Commodity Quay St Katharine Dock London, E1W 1AZ Registration Number: 03036806
Zoho	Provide use with CRM and Support Software. Email addresses, names and phone numbers are processed here.	Zoho Corporation B.V Beneluxlaan 4B 3527 HT Utrecht, The Netherlands
Twilio	We use this provider as an emergency backup SMS provider. This is only used in the event that our normal SMS provider (AWS) has an outage.	Twilio Inc. 375 Beale Street, Suite 300 San Francisco California 94105, USA
NPC	NPC is our printed payslip and mailing management partner. This may extend to other documents from time to time.	NPC Print Ltd Unit Q, Linsford Business Park Linsford Farm Mytchett Surrey, GU16 6DL

ANNEX B UK Standard Contractual Clauses

ANNEX C Eu Standard Contractual Clauses