CONCESSION SERVICE AGREEMENT

CONTRACT DETAILS

DATE:

[Contract No.]	[CONTRACT NUMBER]
Authority:	Bournemouth, Christchurch & Poole Council
	Civic Centre Poole BH15 2RU
Authority's representatives:	Name: John McVey Title: Sustainable Transport Policy Manager john.mcvey@bcpcouncil.gov.uk 01202 262221 Name: Nick Phillips Title: Accessibility Team Leader nick.phillips@bcpcouncil.gov.uk 01202 262051
Supplier:	
Supplier's address:	

Supplier's VAT number:	
Supplier's representative:	**Name:** Title:
	Email: Telephone: Postal Address:
Services Start Date:	
Services:	The provision and operation of a Dockless Pedal Bicycle Scheme service concession in Christchurch, as further detailed in Schedule 1.
Key Deliverables:	as detailed in Schedule 1.
Concession Fee:	The concession fee for the provision of the Services as detailed in *Schedule 2*
Schedules:	*Schedule 1*: Services. *Schedule 2*: Concession Fee. *Schedule 3*: Mandatory Policies.

1. This Contract is made up of the following:

1.1 The Contract Details.

1.2 The Agreed Terms.

1.3 The Mandatory Policies.

1.4 The Schedules specified in the Contract Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed by

for and on behalf of Bournemouth, Christchurch & Poole Council

.....

..... Director

Signed by

for and on behalf of

.....

..... Director

AGREED TERMS

1. INTERPRETATION

1.1 Definitions

Authority's Materials means all materials, equipment and tools, drawings, specifications and data supplied by the Authority's to the Supplier;

Concession Fee means the fee payable by the Supplier for the supply of the Services by the Supplier, as set out in the Contract Details and Schedule 2;

Deliverables means all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts);

Force Majeure means: (a) acts of God, flood, drought, earthquake or other natural disaster; (b)epidemic or pandemic; (c)terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (i) interruption or failure of utility service

Group means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software] database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Mandatory Policies means the Authority's mandatory policies and codes for contracts set out in *Schedule 3*, as amended by notification to the Supplier from time to time;

Permitted Recipients means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement;

Scheme Assets means cycles and related equipment and parts thereof and all associated software applications, hardware and other technology used by the Supplier in the supply of the Services or Deliverables;

Services means the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in *Schedule 1*;

Services Start Date means the day on which the Supplier is to start provision of the Services, as set out in the Contract Details;

Supplier IPRs means all Intellectual Property Rights either subsisting in the Deliverables (excluding any Authority's Materials incorporated in them) the Services or any assets of the Supplier used in the provision of the Services including the Supplier's cycles and apps and associated technology;

1.2 **Interpretation**

1.2.1 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

1.2.2 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** includes - email.

2. COMMENCEMENT AND TERM

The Authority is looking to provide a dockless bike share scheme in Christchurch. The Council will fund the provision of bikes for the set up of the scheme. The fleet of bikes will remain the property of the Council and will be leased back to the bidder for a nominal sum of £1 per annum for the fleet.

The bidder will provide a Bike Share service for residents and visitors in the Christchurch area at its own risk and pay the Authority a Charge.

This Contract shall commence on the date that it has been signed by the parties and shall continue, unless terminated earlier in accordance with its terms, until the fifth anniversary of the Services Start Date and shall continue thereafter unless and until terminated by either party giving to the other not less than three months' written notice to terminate this Agreement.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Authority's from the Services Start Date in accordance with the Contract.

3.2 In performing the Services the Supplier shall meet, and time is of the essence as to, any performance dates specified in *Schedule 1*.

3.3 In supplying the Services, the Supplier shall:

3.3.1 perform the Services with the highest level of care, skill and diligence in accordance with best practice in

3.3.2 the Supplier's industry, profession or trade;

3.3.3 co-operate with the Authority's in all matters relating to the Services, and comply with all instructions of the Authority's;

3.3.4 appoint or, at the written request of the Authority's, replace (where the Authority's concerns cannot be met through agreed corrective action) without delay a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Services. The initial manager shall be the Supplier's representative;

3.3.5 only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in

3.3.6 sufficient number to ensure that the Supplier's obligations are fulfilled;

3.3.7 ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require, and which are necessary to enable it to comply with its obligations in the Contract;

3.3.8 ensure that the Services and Deliverables shall conform in all respects with the service description set out in *Schedule 1* and that the Deliverables shall be fit for any purpose that the Authority's expressly or impliedly makes known to the Supplier;

3.3.9 provide all equipment, tools, vehicles and other items required to provide the Services;

3.3.10 ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design Services;

3.3.11 comply with:

(a) all applicable laws, statutes and mandatory regulations from time to time in force; and

(b) the Mandatory Policies.

3.3.12 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Authority's premises from time to time and are notified to the Supplier;

3.3.13 hold all Authority's Materials in safe custody at its own risk, maintain the Authority's Materials in good condition until returned to the Authority's, and not

dispose of or use the Authority's Materials other than in accordance with the Authority's written instructions or authorisation;

3.3.14 not do or omit to do anything which may cause the Authority's to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

3.3.15 notify the Authority's in writing immediately upon the occurrence of a change of control of the Supplier.

4. AUTHORITY'S OBLIGATIONS

4.1 The Authority shall:

4.1.1 provide such access to the Authority's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Authority's in writing in advance, for the purposes of providing the Services;

4.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request; and

4.1.3 provide funding for the bikes to the supplier which will remain the property of the Authority. Payment for the bikes will be 80% at commencement of the contract and 20% upon commencement of scheme.

4.2 A failure by the Authority's to comply with the terms of the Contract can only relieve the Supplier from complying with its obligations under the Contract with effect from the date on which the Supplier notifies the Authority's in writing and in reasonable detail of the Authority's failure and its effect or anticipated effect on the Services.

5. TITLE TO GOODS

5.1 The Authority will buy the bikes from the Supplier and retain ownership of the assets throughout. The fleet of bikes will be leased back to the Supplier at a nominal charge of £1 per annum for the fleet. At the end of the lease, the Supplier will return the bikes to the Authority, less any bikes that have been stolen, damaged or vandalised beyond economic repair.

5.2 All Authority's Materials are the exclusive property of the Authority's.

6. INTELLECTUAL PROPERTY

6.1 The Supplier and its licensors shall retain ownership of all Supplier IPRs.

6.2 The Supplier shall indemnify the Authority's against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and

expenses) suffered or incurred by the Authority's arising out of or in connection with any claim brought against the Authority's for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the supply of the Services by the Authority's and its licensees and sub-licensees. This Clause shall survive termination of the Contract.

6.3 Where the Supplier assumes an indemnification obligation:

6.3.1 the Authority's shall use all reasonable efforts to mitigate any loss, damage, cost or expense arising out or in connection with the Contract, including any sums for which the Authority is entitled to bring a claim for indemnity against the Supplier under the indemnity in question;

6.3.2 Where the Authority's become aware of facts or circumstances which may give rise to a claim under the indemnity, the Authority's shall promptly notify The Supplier of the same and:

6.3.3 The Supplier shall have the right to have the sole conduct of the defence of the claim in question, with all reasonable assistance from the Authority's as the Supplier may reasonably require;

6.3.4 no admissions of liability or fact shall be made by the Authority's without the Supplier's written agreement;

6.3.5 no settlement or compromise of the claim shall be made or offered unless authorised in writing by the Supplier, subject always to the Supplier complying with its indemnification obligations.

7. CHARGES AND PAYMENT

7.1 The Authority will pay for the purchase of the bikes from the Supplier. The Supplier will pay a nominal charge of £1 to the Authority each year to lease the fleet of bikes.

7.2 In consideration for the right to provide of the Services, the Supplier shall pay the Authority the Concession Fee in accordance with this *Clause 7*.

7.3 All amounts payable to the Authority exclude amounts in respect of value added tax (VAT) which the Supplier shall additionally be liable to pay to the Authority at the prevailing rate (if applicable).

7.4 The Authority reserves the right to fund the use of the bikes for staff use, plus other key workers (e.g. NHS staff) as required.

8. LIMITATION OF LIABILITY

8.1 Nothing in the Contract shall limit the Supplier's liability under this Contract.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

8.2.1 death or personal injury caused by negligence;

8.2.2 fraud or fraudulent misrepresentation; and

8.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.3 The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by common law.

9. INSURANCE

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force the following insurances with a reputable insurance company:

(a) Employer's Liability insurance, meeting minimum legal requirements;

(b) Third Party Public and Products Liability insurance with a limit of indemnity of not less than £10million in relation to any one claim and in the aggregate per annum;

(c) Products Liability insurance with a limit of indemnity of not less than £5million in relation to any one claim and in the aggregate per annum

and shall produce to the Authority on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. TERMINATION

10.1 Without affecting any other right or remedy available to it, the Authority may terminate the Contract with immediate effect by giving written notice to the Supplier if:

10.1.1 there is a change of control of the Supplier; or

10.1.2 the Supplier's financial position deteriorates to such an extent that in the Authority's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

10.2.1 the other party commits a Material Breach of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 56 days after being notified in writing to do so;

10.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

10.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

10.3 A 'Material Breach' means a breach which is serious in the sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of the Contract over its term. Payment breaches shall always be regarded as a Material Breach.

10.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

10.5 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11. EXIT ARRANGEMENTS

On termination of the Contract for whatever reason:

11.1 the Supplier shall immediately return all Authority's Materials. If the Supplier fails to do so, then the Authority may enter the Supplier's premises and take possession of them of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

12. GENERAL

12.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes of a Force Majeure.

12.2 **Subcontracting.** Except as set out in the Supplier's response to the Authority's invitation to tender, the Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Authority. If the Authority consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

12.3 **Confidentiality.**

12.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, Authority or Suppliers, clients or suppliers of the other party or of any member of the Group to which the other party belongs, except as permitted by *Clause 12.3(b)*.

12.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this *Clause 12.3*; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.3.4 Without prejudice to the foregoing Clause 12.3 the Supplier acknowledges that the Authority is subject to the Freedom of Information Act and the General Data Protection Regulations (Data Protection) as amended from time to time and the Supplier warrants to the Authority that it will assist in providing information lawfully due to be released should the Authority's request such information.

12.4 **Data Protection**

12.4.1 The provisions of Schedule 4 relating to the personal data of customers collected and processed by the Supplier in relation to the carrying out of the Services shall apply.

12.5 **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

12.6 **Entire agreement**. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.7 **Variation**. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.8 **Waiver**.

12.8.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

12.8.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.9 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.10 **Notices.**

12.10.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing which includes email.

12.11 **Third party rights.**

12.11.1 Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.11.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.12 **Governing law.** This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England.

12.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation.

SCHEDULE 1
Services

Refer to Appendix A – Specification for Christchurch

(i)

SCHEDULE 2
Concession Fee

1. GROSS PROFIT

The Supplier shall pay a fee to the Authority's equal to a percentage of Gross Profit earned during the term of the Contract.

2. INVOICING ARRANGEMENTS

2.1 The Supplier will report actual Gross Profit to the Authority on a quarterly basis.

2.2 The Authority will invoice the Supplier quarterly in arrears for the sum due which shall be commensurate with the agreed percentage of Gross Profit as tendered.

SCHEDULE 3
Mandatory Policies

The Mandatory Policies are:

- Anti-bribery and Anti-corruption Policy.
- Data and Privacy Policy/General Data Protection Regulations Policy.

SCHEDULE 4

Data Protection

1. Definitions and Interpretation

1.1 For the purposes of this Schedule, capitalised terms shall have the meanings assigned to them in the Contract Details. In addition, the following terms shall have the following meanings:

Customers	any person who hires or is a user of the Supplier's Bike Scheme bike and/or the mobile app platform that is required for Scheme users to locate, unlock and end a rental.
Data Protection Legislation	means all applicable data protection, privacy and electronic marketing legislation, including the GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (and any repealing legislation).
EEA	means the European Economic Area.
GDPR	means Regulation (EU) 2016/679.
ICO	means the Information Commissioner's Office.
Scheme	The cycle share scheme to be operated by the Supplier pursuant to the Services to be carried out under the Contract
Scheme Personal Data	means the personal data of Customers collected and processed by the Supplier in relation to its Scheme, an example of which data is included in Appendix 1 to this Schedule for illustrative purposes only.

1.2 The terms **controller**, **data subject**, **personal data**, **personal data breach**, **process**, **processing**, **processor** and **supervisory authority** shall have the meanings attributed to them in Article 4 of the GDPR.

1.3 References to **paragraphs** are to paragraphs of this Schedule, and references to the **Appendices** are to the appendices appended to this Schedule.

2. Acknowledgement of Roles

2.1 The Supplier and the Authority acknowledge that the Supplier shall be the controller of the Scheme Personal Data.

2.2 The Supplier and Local Authority agree that Local Authority will not process the Scheme Personal Data pursuant to this Annex or the MOU, whether as a processor, controller or joint controller.

2.3 The parties acknowledge that the Authority may be a controller of personal data of Customers independent to the Scheme, and that any such relationship between Authority and Customers shall be without prejudice to this Schedule and shall not grant Authority any rights or obligations in respect of the Scheme Personal Data.

3. Data Protection Compliance

3.1 The parties acknowledge and agree that the Supplier's compliance with Data Protection Legislation in respect of the Scheme Personal Data is owed to Customers and the ICO only and not, for the avoidance of doubt, to the Authority.

3.2 Without prejudice to paragraph 3.1,the Supplier shall process Scheme Personal Data in accordance with Data Protection Legislation, including:

3.2.1 adhering to the 'lawful, fairness and transparency'; the 'purpose limitation'; the 'data minimisation'; the 'accuracy'; the 'storage limitation' and the 'integrity and confidentiality' principles set out in Article 5 of the GDPR;

3.2.2 processing Scheme Personal Data in accordance with appropriate lawful bases as set out in Article 6 of the GDPR;

3.2.3 complying with the rights granted to data subjects under Chapter III of the GDPR;

3.2.4 appointing suitable processors in accordance with Article 28 of the GDPR;

3.2.5 ensuring that it has appropriate technical and organisational measures to prevent a personal data breach of Scheme Personal Data;

3.2.6 conducting data protection impact assessments where required under Article 35 of the GDPR;

3.2.7 implementing adequate safeguards in the event that the Supplier transfers Scheme Personal Data outside of the EEA;

3.2.8 registering with, and providing any required notifications to, the ICO in respect of Scheme Personal Data; and

3.2.9 sending electronic direct marketing to Customers in accordance with Data Protection Legislation.

3.3 Local Authority shall notify the Supplier in writing and without undue delay in the event that it reasonably suspects that the Supplier's processing of Scheme Personal Data is in breach of Data Protection Legislation and shall provide supporting evidence for such suspicion.

4. Processors

4.1 The Supplier may (at its sole discretion) request recommendations from the Authority when appointing processors in respect of the Scheme Personal Data. Where the Supplier does make such a request, the Authority shall promptly provide the Supplier with a list of any suitable processors having regard to such processors' ability to comply with Data Protection Legislation.

4.2 The Supplier shall not be obliged to appoint any processor recommended to it by the Authority pursuant to paragraph 4.1.

4.3 For the avoidance of doubt, in the event that the Supplier appoints a processor recommended by the Authority pursuant to paragraph 4.1:

4.3.1 the Supplier's appointment shall be at its own risk; and

4.3.2 the Authority shall not be liable for performance of such processor.

5. Data Subject or Supervisory Authority Communications

In the event that an Authority receives any notice, complaint, query or other communication from either a data subject or the ICO (or any other applicable supervisory authority) which relates to the processing of Scheme Personal Data or to the Supplier's compliance with Data Protection Legislation, it shall: (i) notify The Supplier of the Communication and forward a copy of the Communication without undue delay and in any event within 24 hours; and (ii) not respond to the Communication without The Supplier's prior written consent.

6. Anonymised Data

6.1 Where set out in the Contract or otherwise agreed between the parties, the Supplier may share certain data with the Authority regarding the Scheme provided always that such data shall be aggregated and/or anonymised and shall not include any Scheme Personal Data (the **Analytics Data**).

6.2 In the event that the Authority discovers or reasonably suspects that any Analytics Data contains any personal data it shall:

6.2.1 notify the Supplier (without undue delay and in any event within 24 hours) of the discovery or suspicion and provide supporting evidence;

6.2.2 not process any such personal data without express instructions from the Supplier; and

6.2.3 not notify any data subject to which the personal data relates without prior written consent from The Supplier.

6.3 Where the Supplier shares Analytics Data with the Authority (whether pursuant to the Contract or as otherwise agreed between the parties), the Authority warrant that it shall:

6.3.1 only use such Analytics Data for the purposes agreed by the parties; and

6.3.2 not reverse engineer or otherwise process the Analytics Data in an attempt to identify the Customers to which the Analytics Data originally related.

6.4 Nothing in this paragraph 6 shall oblige The Supplier to share any Analytics Data with the Authority.

6.5 An example of Analytics Data is included in Appendix 2 for illustrative purposes only.

7. Future Arrangments

7.1 Following the execution of this Contract, the parties may subsequently agree to amend their relationship regarding Scheme Personal Data in accordance with this paragraph 7.

7.2 Any amendment to the relationship of the parties regarding Scheme Personal Data shall be in accordance with Data Protection Legislation.

7.3 In the event that the parties agree that the Authority shall process Scheme Personal Data on The Supplier's behalf, the parties shall enter into a data processing agreement in accordance with Article 28 of the GDPR prior to any processing by Local Authority.

7.4 In the event that the parties agree that the Authority shall become a joint controller of the Scheme Personal Data, the parties shall enter into an agreement to set out each party's responsibilities for complying with Data Protection Legislation in respect of the Scheme Personal Data (particularly with regard to the rights of data subjects as set out in Chapter III of the GDPR).

7.5 Nothing in this paragraph 7 shall oblige The Supplier to: (i) appoint the Authority as a processor of Scheme Personal Data; or (ii) permit the Authority to be a joint controller of Scheme Personal Data.

8. Conflict

In the event of any conflict between this Annex, any provision of the Contract or any other agreement between the parties, this Schedule shall take precedence.

APPENDIX 1

Scheme Personal Data

Data subjects:	[Customers]
Type of personal data:	Name Email address Mobile phone number Bike location and knowledge of which user was using the bike at that time Interactions with the mobile application - application usage metrics, button clicks, etc Agreement to the bikeshare terms and conditions
Purpose of processing:	For the purposes of The Supplier operating the Scheme

APPENDIX 2

Analytics Data

Type of data:	• Number of registered users • Number of customer service queries • Average distance travelled (miles) • Average length of journey (time) • Average speed (mi/hr) • Heat map of routes taken based on bike GPS • Maintenance and repair log