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SCHEDULE 1	LAWFUL BASES (AND CONDITIONS OR EXCEPTIONS FOR PROCESSING OF ANY SPECIAL CATEGORIES OF PERSONAL DATA AND CRIMINAL OFFENCE DATA) AND LAWFUL BASIS FOR DATA SHARING .	15
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THIS AGREEMENT is made on the day of 2025.

BETWEEN

- (1) Tendring District Council of Town Hall, Station Road, Clacton-on-Sea, Essex, CO15 1SE ("**Data Discloser**"); and
- (2) Colchester Amphora Trading Limited of Rowan House, 33 Sheepen Road, Colchester, CO3 3WG (a wholly owned subsidiary of Colchester City Council ("**Amphora**" or "**Data Receiver**"); and
- (3) Colchester City Council of Rowan House, 33 Sheepen Road, Colchester, CO3 3WG ("**Colchester City Council**" or "**Data Receiver**")

BACKGROUND

- (A) The Data Discloser agrees to share the Personal Data with the Data Receivers on the terms set out in this agreement.
- (B) The Data Receivers agree to use the Personal Data on the terms set out in this agreement.
- (C) This is a free-standing agreement that does not incorporate any commercial terms established by the parties under separate commercial arrangements.

OPERATIVE PROVISIONS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Agreed Purpose	has the meaning given to it in clause 2 of this agreement.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Commencement Date	has the meaning given at the beginning of the agreement.
Criminal Offence Data	means Personal Data relating to criminal convictions and offences or related security measures to be read

in accordance with section 11(2) of the Data Protection Act 2018.

Data Protection Legislation

all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner and applicable to a party.

Information Commissioner

The supervisory authority for the protection of Personal Data in the UK pursuant to the Data Protection Legislation.

Personal Data Breach

a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Shared Personal Data

the Personal Data, Special Categories of Personal Data, and Criminal Offence Data to be shared between the parties under clause 4 of this agreement.

Special Categories of Personal Data

the categories of Personal Data set out in Article 9(1) of the UK GDPR.

Subject Rights Request

the exercise by a Data Subject of their rights under the Data Protection Legislation.

Term

From the Commencement Date until 1 August 2025 or such longer period as may be required to facilitate the transfer of the Careline Service by way of the disclosure of Personal Data

UK GDPR

has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 1.2 **Controller, Processor, Data Subject, and Personal Data, Processing and appropriate technical and organisational** measures shall have the meanings given to them in the Data Protection Legislation.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless expressly provided otherwise in this agreement, reference to a legislation or legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.7 References to clauses and Schedules are to the clauses of and Schedules to this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 Any words following the terms **including, include, in particular** or **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 these terms.
- 1.9 In the case of any ambiguity between any provision contained in the body of this agreement and any provision contained in the Schedules or appendices, the provision in the body of this agreement shall take precedence.
- 1.10 A reference to **writing** or **written** includes email.
- 1.11 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

2. **PURPOSE**

- 2.1 This agreement sets out the framework for the sharing of **Personal Data** when one **Controller** (the **Data Discloser**) discloses Personal Data to another **Controller** or **Controllers** (the **Data Receiver(s)**). It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- 2.2 Each party considers this data sharing initiative necessary to enable continuity of the provision of relevant services to Data Subjects. The aim of the data sharing initiative is to facilitate the transfer of the provision of a careline service ("**the Careline Service**") currently provided by the Data Discloser to service users within its catchment from the Data Discloser to the Data Receivers. It will serve to benefit such

vulnerable individuals by securing the ongoing provision of the Careline Service by expert providers.

- 2.3 Colchester City Council shall process Shared Personal Data in order to manage service user accounts, including the administration of payments for the Careline Service.
- 2.4 Amphora shall process Shared Personal Data in order to administer the operation system of the Careline Service and to provide the Careline Service to service users.
- 2.5 The parties agree to only process Shared Personal Data, as described in clauses 4.1, 4.2, and 4.3 for the following purposes:
 - 2.5.1 To enable the Data Receivers to register relevant Data Subjects as service users or as individuals connected to service users;
 - 2.5.2 To enable Amphora to collect relevant background information about service users and their connected individuals for the purposes of delivering the Careline Service as appropriately as possible;
 - 2.5.3 To enable Colchester City Council to invoice for and collect payments due in connection with the Careline Service;
 - 2.5.4 To enable the Data Receivers to fulfil all applicable legal obligations in connection with the provision of the Careline Service; and
 - 2.5.5 To enable the Data Receivers to fulfil all obligations to service users.

The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this clause (**Agreed Purposes**).

- 2.6 Each party shall appoint a single point of contact (**SPoC**) who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the parties are:
 - 2.6.1 For the Data Discloser: Data Protection Officer, DPAOfficer@tendringdc.gov.uk, 01255 686060; and
 - 2.6.2 [NAME, ROLE, TEAM AND CONTACT DETAILS OF AMPHORA'S SPOC]; and
 - 2.6.3 [NAME, ROLE, TEAM AND CONTACT DETAILS OF COLCHESTER CITY COUNCIL'S SPOC].

3. **COMPLIANCE WITH DATA PROTECTION LAWS**

- 3.1 Each party must ensure compliance with the Data Protection Legislation at all times during the Term of this agreement.
- 3.2 Each party has such valid registrations and has paid such fees as are required by the Information Commissioner which, by the time that the data sharing is expected to commence, covers the intended data sharing pursuant to this agreement, unless an exemption applies.

4. **SHARED PERSONAL DATA**

- 4.1 The following types of Personal Data will be shared between the parties during the Term of this agreement:
- 4.1.1 Full names and, where applicable, preferred names of service users and individuals connected to service users;
 - 4.1.2 Residential addresses of services users and of individuals connected to service users;
 - 4.1.3 Contact telephone numbers and email addresses of service users and individuals connected to service users;
 - 4.1.4 Details of service users' next of kin;
 - 4.1.5 Financial information of service users or payers for the Careline Service as applicable;
 - 4.1.6 Relevant security information such as key safe codes, passwords etc. to be used for the purpose of emergency access; and
 - 4.1.7 History of Careline Service usage (to the extent this does not contain Special Categories of Personal Data).
- 4.2 The following types of Special Categories of Personal Data will be shared between the Parties during the Term of this agreement:
- 4.2.1 Relevant physical and/or mental health conditions within the knowledge of the Data Discloser;
 - 4.2.2 History of Careline Service Usage; and
 - 4.2.3 Relevant religious or philosophical beliefs;

4.3 Criminal Offence Data may be shared between the parties during the Term of this agreement if such data is contained in the Data Discloser's relevant records and is relevant in connection with the parties' obligations to a service user.

4.4 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

5. **LAWFUL, FAIR AND TRANSPARENT PROCESSING**

5.1 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with clause 5.2 during the Term of this agreement.

5.2 Each party shall ensure that it has lawful bases under the Data Protection Legislation for the processing of Shared Personal Data. Where the legal basis is consent there must be written evidence of the terms of that consent.

5.3 The lawful bases (and conditions or exceptions) for processing of any Special Categories of Personal Data or Criminal Offence Data and for the sharing of the Shared Personal Data are set out in Schedule 1.

5.4 The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for those purposes and such other information as is required by Article 13 of the UK GDPR.

5.5 The Data Discloser shall provide sufficient information to Data Subjects, in accordance with the Data Protection Legislation, about its intention to share the Shared Personal Data with the Data Receivers and shall, where applicable, collect consent to the proposed sharing to the standard required by the Data Protection Legislation.

5.6 The Data Receivers undertake to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which they will process their personal data, the legal basis for those purposes and such other information as is required by Article 14 of the UK GDPR.

5.7 If, for any reason, one party reasonably considers that the data sharing under this agreement is not lawful, fair or transparent, the SPoC of that first party shall immediately contact the SPoC of the other party or parties to notify them of that concern and consider what action, including suspending any future data sharing, needs to be taken.

6. **DATA QUALITY**

- 6.1 The Data Discloser shall ensure that before the Commencement Date, Shared Personal Data is accurate and that it has appropriate internal procedures in place for the Data Receivers to sample Shared Personal Data ("**Sample Data**") before the Commencement Date and it will update the same if required before transferring the Shared Personal Data.
- 6.2 Shared Personal Data must be limited to the Personal Data described in clauses 4.1, 4.2, and 4.3 of this agreement.

7. **DATA SUBJECTS' RIGHTS**

- 7.1 On receipt of a request from a Data Subject for Shared Personal Data, the party in receipt shall contact the other party or parties to this agreement through the SPoC to notify them of receipt of such a request. The party who receives the request shall have overall responsibility for responding to the request unless more than one party receives an identical or similar request from the same Data Subject. In those circumstances, the relevant SPoCs shall promptly discuss and implement the most effective way of discharging their responsibilities under the Data Protection Legislation to the Data Subject who has made the request(s).
- 7.2 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with Subject Rights Requests within the time limits imposed by the Data Protection Legislation.
- 7.3 The SPoC for each party is responsible for maintaining a record of Subject Rights Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The SPoC for each party is detailed in clause 2.6.

8. **DATA RETENTION AND DELETION**

- 8.1 The Data Receivers shall not retain or process Sample Data for longer than is necessary to carry out the Agreed Purposes.
- 8.2 Notwithstanding clause 8.1, parties shall continue to retain Sample Data in accordance with any statutory or regulatory retention periods applicable to them.
- 8.3 The Data Receivers shall ensure that any Sample Data is returned to the Data Discloser or destroyed in the following circumstances:
- 8.3.1 on termination of the separate commercial agreement governing the transfer of the Careline Service; or

- 8.3.2 once processing of the Sample Data is no longer necessary for the Agreed Purposes, as set out in clause 2.5.
- 8.4 Following the deletion of Sample Data in accordance with clause 8.3, the Data Receivers shall notify the Data Discloser that the Sample Data in question has been deleted.
- 8.5 In the event that the Data Discloser is informed by a Data Subject that such Data Subject does not wish to receive the Careline Service from the Data Receivers, the Data Discloser shall notify [PARTY] promptly and via agreed communication channels and request that the Data Receivers delete all Shared Personal Data relating to the Data Subject. [PARTY] shall procure the deletion by the Data Receivers of the Shared Personal Data promptly and in any event within 5 Business Days and confirm to the Data Discloser that the Shared Personal Data has been deleted by the Data Receivers.
- 8.6 The Data Discloser acknowledges that at the end of the Term the Data Discloser will no longer provide the Careline Services to Data Subjects and shall no longer be a Controller for that purpose. The Data Discloser shall continue to retain the Shared Personal Data in accordance with its documented retention periods applicable to the Personal Data of former service users and shall delete the Shared Personal Data once all purposes for which the Shared Personal Data were collected are fulfilled.
9. **SECURITY AND TRAINING**
- 9.1 The Data Discloser shall only provide the Shared Personal Data to the Data Receivers by using secure methods.
- 9.2 The parties undertake to have in place throughout the Term appropriate technical and organisational security measures to:
- 9.2.1 prevent:
- 9.2.1.1 unauthorised or unlawful processing of the Shared Personal Data; and
- 9.2.1.2 the accidental loss or destruction of, or damage to, the Shared Personal Data and;
- 9.2.2 ensure a level of security appropriate to:
- 9.2.2.1 the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage; and
- 9.2.2.2 the nature of the Shared Personal Data to be protected.

9.3 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the appropriate technical and organisational security measures applied to it together with any other applicable laws and guidance and that those staff members have entered into confidentiality agreements relating to the processing of Personal Data.

9.4 The level, content and regularity of training referred to in clause 9.3 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

10. **PERSONAL DATA BREACHES AND REPORTING PROCEDURES**

10.1 The parties shall each comply with its obligation to report a Personal Data Breach to the Information Commissioner and (where applicable) Data Subjects under Article 33 of the UK GDPR and shall each inform the other party of any Personal Data Breach irrespective of whether there is a requirement to notify the Information Commissioner or Data Subject(s).

10.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

11. **RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE INFORMATION COMMISSIONER**

11.1 In the event of a dispute or claim brought by a Data Subject or the Information Commissioner concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other in writing about any such disputes or claims, and will co-operate with a view to settling them amicably in a timely fashion.

11.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Information Commissioner. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

11.3 Each party shall abide by a decision of a competent court in the UK or of the Information Commissioner.

12. **LANGUAGE**

12.1 This agreement is drafted in the English language.

12.2 Any notice given under or in connection with this agreement shall be in English. All other documents provided under or in connection with this agreement shall be in English, or accompanied by a certified English translation.

12.3 The English language version of this agreement and any notice or other document relating to this agreement prevails if there is a conflict.

13. **WARRANTIES**

13.1 Each party warrants and undertakes that it will:

13.1.1 process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its Personal Data processing operations;

13.1.2 make available on request to the Data Subjects who are third party beneficiaries a copy of this agreement, unless the agreement contains confidential information in which case an extract can be provided;

13.1.3 respond within a reasonable time and as far as reasonably possible to enquiries from the Information Commissioner in relation to the Shared Personal Data;

13.1.4 respond to Subject Rights Requests in accordance with the Data Protection Legislation;

13.1.5 where applicable, pay the appropriate fees with the Information Commissioner to process all Shared Personal Data for the Agreed Purpose; and

13.1.6 take all appropriate steps to ensure compliance with the security measures set out in clause 9 above.

13.2 The Data Discloser warrants and undertakes that it may lawfully provide the Shared Personal Data to the Data Receivers and it will ensure that the Shared Personal Data is accurate.

13.3 Except as expressly stated in this agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

14. **INDEMNITY**

14.1 The Data Discloser and Data Receivers undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they

cause each other as a result of their breach of any of the provisions of this agreement, except to the extent that any such liability is excluded under clause 16.2.

14.2 Indemnification under this agreement is contingent on:

- 14.2.1 the party(ies) to be indemnified (the **indemnified party(ies)**) promptly notifying the other party(ies) (the **indemnifying party(ies)**) of a claim;
- 14.2.2 the indemnifying party(ies) having sole control of the defence and settlement of any such claim; and
- 14.2.3 the indemnified party(ies) providing reasonable co-operation and assistance to the indemnifying party(ies) in defence of that claim.

15. **ALLOCATION OF COST**

Each party shall perform its obligations under this agreement at its own cost.

16. **LIMITATION OF LIABILITY**

16.1 Nothing in this agreement limits any liability for:

- 16.1.1 fraud or fraudulent misrepresentation;
- 16.1.2 death or personal injury caused by negligence;
- 16.1.3 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 16.1.4 any liability that cannot legally be limited.

16.2 Subject to clause 16.1, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- 16.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- 16.2.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- 16.2.3 any loss or liability (whether direct or indirect) under or in relation to any other contract.

16.3 Clause 16.2 shall not prevent claims for:

16.3.1 direct financial loss that are not excluded under any of the categories set out in clause 16.2.1; or

16.3.2 tangible property or physical damage.

17. **THIRD PARTY RIGHTS**

17.1 Except as expressly provided in clause 7 (Data Subjects' rights), a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

18. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. **WAIVER**

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

19.2 A failure or delay by a party to exercise any right or remedy provided under this agreement 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 this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

20. **SEVERANCE**

20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. **CHANGES TO THE APPLICABLE LAW**

If during the Term the Data Protection Legislation changes in a way that the agreement is no longer adequate for the purpose of governing lawful data sharing

exercises, the parties agree that the SPoCs will negotiate in good faith to review the agreement in the light of the new legislation.

22. NO PARTNERSHIP OR AGENCY

22.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. GENERAL

23.1 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

23.2 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

24. FURTHER ASSURANCE

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

25. FORCE MAJEURE

Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this agreement by giving written notice to the affected party.

26. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

27. NOTICE

27.1 A notice given to a party under or in connection with this agreement shall be in writing and addressed to the SPoCs.

27.2 This clause 27.2 sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

27.2.1 if delivered by hand, at the time the notice is left at the address;

27.2.2 if sent by pre-paid first-class post or other next working day delivery service providing proof of delivery at 9.00 am on the second Business Day after posting; or

27.2.3 if sent by email, at the time of transmission.

27.3 If deemed receipt under clause 27.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 27.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

27.4 This clause 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.

28. GOVERNING LAW

This agreement 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 and Wales.

29. JURISDICTION

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

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

SCHEDULE 1
LAWFUL BASES (AND CONDITIONS OR EXCEPTIONS FOR PROCESSING OF ANY
SPECIAL CATEGORIES OF PERSONAL DATA AND CRIMINAL OFFENCE DATA) AND
LAWFUL BASIS FOR DATA SHARING

	Data Discloser (Sharing)	Amphora (Processing)	Co
Lawful basis: Article 6	Article 6(1)(e) Article 6(1) (f) (in the legitimate interest of all parties to this agreement to enable continuity of the Careline Service) The UK GDPR as amended by s70 and paragraph 6 of Schedule 4, Data Use and Access Act 2025, to the extent that it is in force during the Term.	Article 6(1)(b) Article 6(1)(d) Article 6(1)(e) Article 6(1)(f) The UK GDPR as amended by s70 and paragraph 6 of Schedule 4, Data Use and Access Act 2025, to the extent that it is in force during the Term.	Art Art
Condition or Exception: Article 9 (if relevant)	Article 9(2)(g) and para 18, Schedule 1, Data Protection Act 2018.	Article 9(2)(a) Article 9(2)(c) Article 9(2)(g) and para 18, Schedule 1, Data Protection Act 2018	N/a
Condition: Article 10 (if relevant)	Paragraphs 10 and 18, Schedule 1, Data Protection Act 2018	Paragraphs 10 and 18, Schedule 1, Data Protection Act 2018	N/a

Signed by [NAME OF AUTHORISED SIGNATORY]

for and on behalf of **Tendring District Council** [POSITION/JOB TITLE]

Signed by [NAME OF AUTHORISED SIGNATORY]

for and on behalf of **Colchester City Council** [POSITION/JOB TITLE]

Signed by [NAME OF AUTHORISED SIGNATORY]

for and on behalf of **Colchester Amphora Trading Limited** [POSITION/JOB TITLE]