



MARBLE FALLS

Independent School District

Meeting Date:

Meeting Type:

LOVE & INSPIRE

Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“**Agreement**”) is entered into as of February 27, 2026 (“**Effective Date**”) by and between EDpact L.L.C. (“**Consultant**”) and Marble Falls Independent School District (the “**District**,” and together with Consultant, the “**Parties**”).

RECITALS

WHEREAS, the District is engaged in providing public education, and Consultant is focused on the educational impact for all students by providing operational and human capital support to educational organizations; and

WHEREAS, the District wishes to engage Consultant’s services and Consultant agrees to provide such services in exchange for fair consideration; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. **TERM.** This Agreement shall commence on the Effective Date and remain in full force and effect until the Services have been completed and Consultant has been paid in full, unless otherwise terminated in accordance with the provisions of this Agreement (the “**Term**”).
2. **SERVICES.** In exchange for fair consideration, Consultant agrees to provide professional consulting services to the District, as set forth in further detail in Exhibit A attached hereto (“**Services**”);
3. **RESPONSIBILITIES OF THE PARTIES.**
 - i. Of the Contractor/Consultant. The Consultant agrees to do each of the following:
 1. Perform the Services set forth in Exhibit A attached hereto; provided, however, that if a conflict exists between this Agreement and any term in Exhibit A, the terms in this Agreement shall control.
 2. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner acceptable to the District.
 3. Perform the Services in a safe, reasonable, and workmanlike manner.
 4. Communicate, as is reasonably necessary, with the District regarding the progress Consultant has made in performing the Services.
 5. Provide services (including the Services) that are reasonably satisfactory and acceptable to the District.
 - ii. Of the District. The District agrees to do each of the following:

1. Engage Consultant as an independent contractor to perform the Services set forth in Exhibit A to this Agreement.
2. Provide all relevant information necessary to assist Consultant with the performance of the Services.
3. Satisfy all of Consultant's reasonable requests for assistance in its performance of the Services.

4. **NATURE OF RELATIONSHIP/INDEPENDENT CONTRACTOR STATUS.**

Consultant agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Consultant is and at all times will remain an independent contractor in its relationship to the District. The District shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. Consultant shall have no claim against the District hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

5. **NON-EXCLUSIVITY.**

Nothing in this Agreement shall prevent Consultant from being engaged, employed, concerned, or having any financial interest in any capacity in any other business, school district, trade, profession, or occupation for the duration of this Agreement, provided that such activity does not cause a breach of any of Consultant's obligations under this Agreement.

6. **CONFIDENTIAL INFORMATION.**

The Parties agree, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the District, or to disclose to any person, firm, or corporation without the prior written authorization of the disclosing Party, any Confidential Information of the District or Consultant. "**Confidential Information**" means all information relating to all or any part of the business, property, assets, activities, financial affairs, management, administration, or clients of that Party and which is treated by that Party as being confidential, including any information in relation to which that Party owes a duty of confidentiality to a third party and any information that would be regarded by a reasonable business person. For the District, Confidential Information also includes personally identifiable information, such as student and/or personnel records. Such Confidential Information is deemed confidential under the Family Educational Rights and Privacy Act of 1974, 20 USC §1232g ("FERPA") and other applicable laws, or other business information disclosed to Consultant by the District, either directly or indirectly. Consultant may use the Confidential Information to the extent necessary to provide the Services or for any other purpose the District may hereafter authorize in writing. Notwithstanding the foregoing, Confidential Information does not include information that is or becomes generally available to the public other than as a result of its disclosure by the recipient or its representatives in breach of this Agreement or any other undertaking of confidentiality addressed to the Party to whom the information relates.

7. **REPRESENTATIONS AND WARRANTIES.**

i. The Parties each represent and warrant as follows:

1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

ii. Consultant hereby represents and warrants as follows:

1. Consultant has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
2. Consultant has the right to perform the Services required by this Agreement at any agreed place or location, and at such times agreed by the Parties.
3. The Services shall be performed in accordance with the prevailing standards in the District's industry and shall not violate any applicable laws, rules, or regulations. Consultant shall obtain all permits or permissions required to comply with such standards, laws, rules, or regulations.
4. The Services required by this Agreement shall be performed by Consultant or Consultant's staff, and the District shall not be required to hire, supervise, or pay any assistants to help Consultant perform such Services.
5. Consultant is responsible for paying all ordinary and necessary expenses of its staff.
6. Consultant is responsible for providing insurance coverage for itself and its staff.

iii. The District hereby represents and warrants as follows:

1. The District will make timely payments of amounts owed to Consultant under this Agreement and Exhibit A.
2. The District shall notify Consultant of any changes to its procedures affecting Consultant's obligations under this Agreement at least thirty (30) days prior to implementing such changes.
3. The District shall provide such other assistance to Consultant as the District deems reasonable and appropriate.

8. INTELLECTUAL PROPERTY.

- i. “**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and neighboring and related rights, moral 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.
- ii. The District permits Consultant to use its Intellectual Property Rights only to such extent necessary to enable Consultant to deliver the Services or as otherwise agreed between the District and Consultant.
- iii. The District acknowledges and agrees that Consultant and/or its licensors own all Intellectual Property Rights and any other rights in the Services and the tools used to provide such Services. Except as expressly stated in this Agreement, Consultant does not grant Company any Intellectual Property Rights or any other rights or licenses in respect of the Services or the provision thereof, and the District shall not acquire or claim any rights in respect of the Services by virtue of the rights granted under this Agreement.
- iv. Work Made For Hire. Notwithstanding the foregoing, (a) it is hereby expressly acknowledged and agreed by the Parties that all materials, whether tangible, digital or other form, created, authored or otherwise produced by Consultant, its employees, agents or subcontractors, in connection with the provision of Services pursuant to this Agreement for the sole benefit of the District, including, without limitation, all inventions, creations, expressions, improvements, computer programs, specifications, operating instructions and all other documentation, whether or not subject to patent or copyright protection, which are first conceived or made or first actually or constructively reduced to practice during the term of this Agreement (collectively, the “**Work Product**”), shall be deemed as “**Work Made For Hire**.” Upon full payment to Consultant, such Work Made For Hire shall become and thereafter remain the exclusive property of the District which shall have the unlimited right to make, have made, use, copy, display in public, reconstruct, repair, modify, reproduce, publish, distribute and sell the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. Before Consultant commences creation, authorship, or production of Work Product, it shall identify to the District in writing any technology, information, computer programs, or other documentation owned by or licensed to Consultant prior to the commencement of provision of its services, which will be useful or necessary to the Work Product (“**Consultant Property**”).

9. DATA.

Each Party warrants to the other that it shall, in connection with this Agreement, comply with the provisions of any applicable data protection laws. The Parties enter into the Data Protection Agreement (“**DPA**”) attached hereto as Exhibit B. Each Party consents to the other Party holding and processing

information or data relating to them for legal, personnel, administrative, management, and business purposes.

10. **COMPENSATION.**

- i. Terms and Conditions. The District shall pay Consultant in accordance with the terms and conditions set forth in Exhibit A.
- ii. Timing of Payment. Payments shall be made to the Consultant within thirty (30) days of the District's receipt of Consultant's invoice for the Services performed during the invoiced period.
- iii. Expenses. Any expenses incurred by Consultant in the performance of this Agreement shall be Consultant's sole responsibility.
- iv. Taxes. Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by Consultant under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The District shall have no obligation to pay or withhold any sums for such taxes.
- v. On-site Visits. In the event the Parties agree that the Services will include on-site visits by Consultant, the Parties shall confer in advance to schedule such visits. Once the scheduled visit is confirmed by Consultant and the District receives written confirmation of said scheduled visit, any cancellation by the District thereafter will be charged as though the on-site visit proceeded as scheduled. In the event the District requests an on-site visit be rescheduled, the District will be charged for the originally scheduled on-site visit, plus any additional incidental fees Consultant incurs as a result of rescheduling the on-site visit. Any such fees will be included in the applicable invoice submitted by Consultant.

11. **TERMINATION.** This Agreement may be terminated:

- i. By either Party for any reason upon the provision of thirty (30) days' written notice to the other Party. In the event the District provides a notice of termination, Consultant will cease the performance of the Services upon receipt thereof, and the District is responsible for paying Consultant for all amounts accrued up to the date of Consultant's receipt of the notice of termination.
- ii. Following the termination of this Agreement for any reason, the District shall promptly pay Consultant according to the terms of Exhibit A for Services rendered before the effective date of the notice of termination. Consultant acknowledges and agrees that no other compensation of any nature or type shall be payable hereunder following the termination of this Agreement.
- iii. Upon termination of this Agreement, all Confidential Information and/or applicable Intellectual Property provided to either Party for the performance of the Services must be returned to the disclosing Party or otherwise destroyed, except that the receiving Party may retain a copy of the Confidential Information for record-keeping, legal, or administrative

purposes, provided that the receiving Party maintains proper confidentiality at all times thereafter.

12. Equal Treatment of All Persons

Consistent with Article I, Section 3a of the Texas Constitution, the Fourteenth Amendment to the United States Constitution, federal and State law, and Executive Order No. GA-55, Subrecipient represents and warrants that: 1. All conduct under this Subaward shall be administered and performed in a neutral manner without regard to race of persons; 2. Subrecipient shall not, in the specific performance of this Subaward, elevate one individual person over another, or advantage any one person over another, due to race; 3. Subrecipient shall not, in the specific performance of this Subaward, employ practices or engage in any advancement of the programs known as DEI, critical race theory, affirmative action, or other similar, divisive agendas; 4. Subrecipient's staff, agents, subgrantees, contractors, and subcontractors that are selected and employed in the specific performance of this Subaward shall be selected and employed solely on merit and the ability to perform; and 5. Subrecipient shall ensure that any subgrantees, contractors and their subcontractors participating in the specific performance of this Subaward represent and warrant to the provisions of this clause.

13. Biological Sex and No Preferred Pronouns

Subrecipient represents and warrants that it shall ensure that all actions in specific performance of this Subaward shall comply with federal and state law and reflect that there are only two sexes. Subrecipient's employees, officers, representatives, subgrantees, contractors, subcontractors, and agents shall not, in performance of this Subaward, present, direct, request, or suggest the use of preferred personal pronouns in professional correspondence or presentations.

14. MODIFICATION.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

15. GOVERNING LAW.

This Agreement and the DPA, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of the State of Texas.

16. ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

17. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

DISTRICT

Signature _____
Name:
Title:

CONSULTANT

Signature *Matt Pope* 02/27/2026
Name: Matt Pope
Title: CEO & Founder, EDpact L.L.C.

EXHIBIT A

DUTIES, SPECIFICATIONS, AND COMPENSATION

(LIFT / LASO Cycle 4 Grant Services)

1. DUTIES / SCOPE OF WORK

Consultant will provide professional services to support the District's implementation of the Texas Education Agency (TEA) LASO Cycle 4 LIFT program ("LIFT") for the period beginning **March 1, 2026**, through the **end date of the District's LIFT grant term** ("Term"), unless otherwise extended by written agreement of the Parties.

Consultant's services shall include, but are not limited to, the following:

A. Initial Needs Assessment and Planning

Consultant will conduct an initial needs assessment phase to ensure LIFT implementation is aligned with District priorities and grant requirements. This includes:

1. Conducting needs assessments and/or implementation readiness assessments;
2. Conducting interviews and meetings with District leadership, campus leadership, and relevant staff;
3. Reviewing District artifacts (strategic plans, improvement plans, data dashboards, prior needs assessments, and related documents);
4. Aligning LIFT implementation priorities to District strategic plans, goals, and existing improvement initiatives; and
5. Developing an implementation support plan and calendar aligned to TEA LIFT requirements.

B. Professional Development (PD) and Upfront Training

Consultant will provide professional development and upfront training aligned to TEA LIFT expectations, including but not limited to:

1. Initial LIFT training sessions for District and/or campus staff;
2. Training on performance management routines and instructional leadership expectations;
3. Training to support the implementation of school-wide routines and leadership systems; and
4. Training customized to District implementation needs, as determined through the initial assessment.
5. Training and Development of the Math Instructional Framework.

Professional development will be delivered mostly in person, with some virtual sessions, as mutually agreed upon by the Parties.

C. Coaching and Implementation Support

Consultant will provide ongoing implementation support to District and Campus Leaders, including:

1. Leadership coaching and one-on-one support;
2. Support implementing the Literacy Framework created during the 2025-26 school year.
3. Support for Professional Learning Community (PLC) facilitation and observation;
4. Coaching and support for school-wide routine implementation;
5. Support for performance management systems and execution;
6. Observation feedback cycles to strengthen instructional leadership; and
7. Check-in meetings with District and Campus Leaders.
8. Alignment to the Texas Strategic Leadership timelines and frameworks.

D. Monitoring, Reporting, and Grant Compliance Support

Consultant will support the District in meeting LIFT monitoring and reporting requirements, including:

1. Monitoring implementation progress and fidelity;
2. Supporting completion and submission of required reporting artifacts and deliverables;
3. Support aligned to School Improvement tools, including SI TIP/TAP requirements (as applicable);
4. Documentation of coaching, observation, and implementation support activities; and
5. Assistance with end-of-year implementation reporting and reflection activities.

E. Observation and Feedback Services

Consultant will provide observation-based support, including classroom observations, PLC observations, and leadership observation feedback.

1. Classroom Observations

Consultant will conduct classroom observations across District campuses to support instructional leadership routines.

- Consultant will provide **3–5 hours of classroom observations per campus visit**, depending on campus size and District needs. The observations will be conducted at the LIFT campuses outlined in the grant award announcement.
- Observation schedules will be coordinated with District and Campus leadership.

Minimum frequency requirements include:

- **LIFT District Campuses:** Consultant observes each campus **one (2) time per month**

2. PLC Observations

Consultant will observe PLC meetings to assess instructional leadership and team effectiveness. PLC observation frequency includes:

- **LIFT District Campuses:** Consultant observes PLCs **four (4) times per year** (two per semester); PLCs will also be visited during Classroom Observation and Coaching visits to ensure consistent support and monitoring.

F. Performance Management Routines

Consultant will support the District in implementing performance management systems aligned to LIFT expectations. This includes:

1. Facilitating performance management routines;
2. Supporting beginning-of-year (BOY), middle-of-year (MOY), and end-of-year (EOY) routines;
3. Supporting implementation of school-wide routines tied to performance management; and
4. Supporting campus administrators in conducting effective coaching and feedback cycles.

Consultant will complete the following minimum performance management routines:

- **LIFT District Campuses:** Monthly performance management routine support
- **BOY, MOY, and EOY routine facilitation/support** as required by the LIFT framework

G. District Leadership Check-Ins

Consultant will conduct regular District-level check-ins to ensure implementation progress and alignment.

These check-ins may include meetings with:

- Superintendent and/or designee
- District LIFT Lead
- Principal Manager(s)
- Campus Principals
- Assistant Principals
- District instructional leadership teams

Consultant will conduct District check-ins **at least monthly** unless otherwise agreed upon.

H. On-Site Campus Presence

Consultant will provide on-site support at District campuses and will be physically present:

- **At least twice per month at each campus**, as required for effective LIFT implementation and grant compliance.

Additional Scope of Work: TIA System Support (LIFT Contract Add-On)

Focus Scope Engagements (Virtual, Asynchronous, and On-Demand Support)

- Provide Technical Assistance to district leaders
- Develop and provide implementation support on the TIA Timeline for SY 26-27 to ensure submission and completion of all deliverables and requirements
- Provide Calibration activities for appraisers
- Support data collection and guide data analysis to determine the overall strength of the TIA system
- Update and review the TIA Guidebook and ensure information is available to stakeholders

- Work with district leaders to complete the TIA Expansions and Modifications Application due in April 2027

2. SPECIFICATIONS / IMPLEMENTATION REQUIREMENTS

A. Scheduling and Coordination

1. All service dates will be scheduled and coordinated between the District and Consultant.
2. The District agrees to prioritize Professional Development, coaching sessions, campus visits, and check-in meetings on relevant calendars to support successful LIFT implementation.
3. The Parties agree that scheduled services may be adjusted based on District needs, TEA guidance, or progress in implementation.

B. Notice Requirements

The District will provide at least **seventy-two (72) hours' notice** for scheduling changes, cancellations, or rescheduling requests, unless otherwise agreed in writing.

C. Minimum Requirements Alignment

The Parties agree that the number of service days, the frequency of support, and the deliverables are based on the minimum requirements set forth **by TEA under the LASO Cycle 4 LIFT Program** and related grant guidance.

D. District Responsibilities

The District agrees to:

1. Designate and maintain an active District LIFT Lead;
2. Ensure the District meets all TEA LIFT reporting requirements;
3. Schedule regular coordination meetings between the District LIFT Lead and Consultant staff;
4. Provide access to relevant District data, staff, and campuses necessary for implementation; and
5. Ensure campus and District leaders participate in required coaching and training activities.
6. The District will assign contact points for PEIMS, student growth, and teacher observation data. Based on the timeline, the District will provide the Consultant with data to ensure successful TIA implementation and data submission. The District will also organize data in Consultant-provided templates using Google Drive.

E. Additional Services

If the District requests additional support beyond the scope described in this Exhibit A, the Parties agree to execute a written amendment outlining additional terms, deliverables, timelines, and compensation.

3. COMPENSATION

A. Total Contract Amount

In exchange for the Services described in this Exhibit A, the District shall pay Consultant a total amount not to exceed **\$286,300** (“Total Contract Amount”), unless modified by written amendment executed by both Parties. This Agreement is contingent upon the District’s receipt and availability of grant funding under the **Texas Education Agency LASO Cycle 4 LIFT Program**.

B. Term of Funding / Start of Services

The Parties acknowledge that services and payment obligations under this Agreement shall begin only after the following have occurred:

1. The District has accepted its Notice of Grant Award (NOGA) from TEA; and
2. The District has selected Consultant as an Approved Provider.

The District’s grant-supported service timeline is anticipated to align as follows:

- **Year 1:** Spring 2026 – Summer/Fall 2026
- **Year 2:** Spring 2027 – Summer/Fall 2027
- **Year 3:** Spring 2028 – Summer/Fall 2028

Each grant year, the District and Consultant will sign an amendment to the agreement, with the total contract amount based on the amount awarded to the District.

C. Payment Schedule

Consultant shall invoice the District in accordance with the schedule below. The District shall pay each undisputed invoice within **thirty (30) calendar days** of receipt. Payment amounts reflect the anticipated TEA grant disbursement structure, including the expectation that approximately **seventy percent (70%)** of Year 1 funding will be available beginning Spring 2026.

Payment Schedule Table (to be completed by the Parties):

Grant Year	Invoice Date / Trigger	Description of Services Covered	Amount
Year 1	Upon acceptance of NOGA and Provider Selection (May 2026)	Initial onboarding, planning, and kickoff support	\$71,575
Year 1	Fall Semester (October 2026)	Implementation support and deliverables	\$71,575
Year 1	Spring Semester (February 2027)	Implementation support and deliverables	\$71,575
Year 1	End of Year 1 (June 2027)	Closeout deliverables and reporting	\$71,575

The Parties may revise invoice dates and payment amounts by mutual written agreement, provided that the Total Contract Amount is not exceeded.

4. REFERENCE TO TEA GUIDELINES

Consultant services are aligned to the **Texas Education Agency LASO Cycle 4 LIFT Program Guidelines**, available at:

<https://tea.texas.gov/texas-schools/health-safety-discipline/laso-cycle-4-lift-program-guidelines.pdf>

The District shall have no obligation to pay Consultant for services not yet performed if grant funding is reduced, delayed, or not awarded.

[SIGNATURE PAGE FOLLOWS]

By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.

Dated: 02/27/2026

DISTRICT:

Signature _____
Name:
Title:

CONSULTANT:

Signature Matt Pope 02/27/2026
Name: Matt Pope
Title: CEO & Founder, EDpact L.L.C.

EXHIBIT B

DATA PROTECTION AGREEMENT

THIS PARTIES TO THE AGREEMENT CONFIRM as follows:

1. INTERPRETATION

1.1 In this DPA:

"**Agreement**" means the Consulting Services Agreement.

"**Controller**" means severally the District or any applicable affiliate.

"**Data**" means all personal data (as defined below) provided by or on behalf of the Controller to the Processor or otherwise collected or obtained by the Processor on behalf of the Controller or otherwise in connection with the Agreement.

"**Data Protection Legislation**" means applicable European Union ("**EU**") or national laws and regulations relating to the privacy, confidentiality, security and protection of Personal Data, including, without limitation: the General Data Protection Regulation 2016/679 ("**GDPR**"), the Data Protection Act 2018, EU Member State laws supplementing the GDPR, the California Consumer Privacy Act (2018), and any other applicable data protection law set forth by individual U.S. states.

"**DPA**" means this Data Protection Agreement.

"**Processor**" means EDPACT L.L.C.

The terms "**data breach**", "**data processor**", "**data controller**", "**personal data**", "**data subject**", "**processing**" and "**supervisory authority**" shall be as defined in the Data Protection Act 2018.

1.2 Third party rights

A person who is not a Party has no right to enforce or enjoy the benefit of any term of this DPA.

2. COMPLIANCE

2.1 Each Party agrees that it will at all times comply with all of its own obligations, and all requirements applicable to it, under the Data Protection Legislation.

2.2 The Parties agree and acknowledge that to the extent the Processor acts as a data processor in respect of the Data then the following processing may be performed by the Processor in relation to the Agreement:

2.2.1 *Subject-matter, scope and nature of processing*

the processing of Data by the Processor shall be that which is necessary to comply with the Processor's obligations under the Agreement.

2.2.2 *Purpose of processing*

for the Processor's to provide the Services as set out in the Agreement which is to include the provision of recruitment services.

2.2.3 *Duration of processing*

the duration of the processing shall be the term of the Agreement.

2.2.4 *Type of Data*

the data processed by the Processor shall be the Data as defined above which is expected to cover contact details and prospective candidate information regarding applicants for roles with the Controller which may include their names, prior job titles, telephone numbers, email addresses, home addresses, signatures, photographs, national insurance numbers and background information.

2.2.5 *Categories of data subjects*

the data subjects which may include prospective candidates and applicants for positions at the Controller shall be the subjects of the Data.

2.3 Without prejudice to the other provisions of this DPA, if the Processor processes Data on behalf of any member of the Controller's group, the Processor undertakes to do so fully in compliance with the provisions of this DPA as if each such member of the Controller's group was defined as the Controller, and to be fully responsible and liable for any failure on the part of the Processor to do so.

2.4 Nothing within this DPA relieves the Controller or the Processor of its own direct responsibilities and liabilities under Data Protection Legislation.

3. PROCESSOR OBLIGATIONS

3.1 The Processor shall:

- 3.1.1 process the Data only to the extent, and in such a manner, as is reasonably necessary for the Purposes, and in accordance with the Agreement and on written instructions from the Controller, including with regard to transfers of data to a third country or an international organization, unless: (i) required to do so by the relevant government authorities to which the Processor is subject and provided it informs the Controller of that legal requirement and the proposed processing before such processing takes place (unless that law prohibits such information on important grounds of public interest); or (ii) in its opinion an instruction given by or on behalf of the Controller infringes the Data Protection Legislation, in which instance the Processor shall immediately inform the Controller of such opinion;
- 3.1.2 ensure that persons authorized to process the Data are contractually bound to, or under an appropriate statutory obligation of, confidentiality;
- 3.1.3 take all measures required pursuant to applicable data protection laws;
- 3.1.4 have general authorisation to engage another processor to process the Data or to use the processors (a "**Sub-Processor**") provided that it enters into a contract with such Sub-Processor in accordance with sub-clause 3.1.5;
- 3.1.5 if a Sub-Processor is engaged, the Processor shall ensure that such Sub-Processor is bound by the terms of a written contract which imposes on such Sub-Processor obligations equivalent to the data protection obligations as are set out in this Clause and in particular the Processor shall obtain sufficient guarantees from the Sub-Processor that it shall implement appropriate technical and organizational measures in such a manner that the processing shall meet the requirements of the Data Protection Legislation. The Processor shall remain fully liable to the Controller in respect of any breach of this DPA that is caused by an act, error or omission of such Sub-Processor;
- 3.1.6 taking into account the nature of the processing, implement and maintain all appropriate technical and organizational security measures to assist the Controller (as far as this is possible) in the fulfillment of the Controller's obligations to respond to requests from data subjects exercising their rights under the Data Protection Legislation;
- 3.1.7 taking into account the nature of the processing and the information available to the Processor, promptly assist the Controller in ensuring compliance with the obligations pursuant to applicable data protection laws, including:
 - (a) promptly notifying the Controller if it becomes aware of a data breach; and
 - (b) assisting the Controller with making any mandatory notifications to supervisory authorities and/or affected data subjects in the event of a data breach;
- 3.1.8 following the termination or expiry of the Agreement, (at the Controller's choice) promptly delete, or return to the Controller, all Data (including copies) in its possession or control, unless such Data is required to be retained by applicable law; and
- 3.1.9 make available to the Controller all information necessary to demonstrate compliance with this Clause and allow for and contribute to audits, including inspections, conducted by or on behalf of the Controller, provided that Processor shall immediately inform the Controller if, in the Processor's opinion, an instruction infringes the applicable data protection laws.

4. **GENERAL**

- 4.1 If any term or provision of this DPA is declared invalid, void or unenforceable, such provision shall, to the extent required, be considered severed or deemed to be deleted from this DPA and all other terms and provisions of this DPA shall otherwise remain in full force and effect.
- 4.2 No variation of this DPA shall be effective unless it is in writing and signed by or on behalf of each Party.
- 4.3 Neither Party may assign or transfer its rights and/or obligations under this DPA without written consent from the other Party.