



Service Level Agreement (SLA)

HR Administration & Payroll Package

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between HR Connect and the Customer for the provisioning of HR and Payroll services, required to support and sustain the product or service throughout the duration of the contract.

This Agreement will continue unless revised by HR Connect to ensure compliance with legal and commercial developments throughout the duration of the contract.

This Agreement outlines the parameters of all services covered, as understood by all parties and are accepted in accordance with HR Connect General Terms of Sale (which can be found at www.hrconnect.org.uk).

Together with the Order and the General Terms of Sale this document provides a binding agreement between both parties.

If it is found that there is an inconsistency between this Agreement and the General Terms of Sale, then detail as defined within this document will take precedence.

2. Purpose

The purpose of this Agreement is to ensure that all elements and commitments are in place to provide a consistent service, support and delivery to the Customer by HR Connect.

The objectives of this Agreement are to:

- Define the service / product that the Customer is purchasing
- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the primary stakeholders associated with this Agreement:

Service Provider: HR Connect

Customer: Customer (“Customer”)

HR Connect reserve the right to support this contract through third party sources where appropriate. System operators employed by HR Connect may be changed by from time to time at its discretion.

4. Periodic Review

This Agreement is valid for the term of the contract as outlined in the Order Form and is valid until further notice. This Agreement may be reviewed at a minimum once per financial year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

Contents of this Agreement may be amended by HR Connect as required and communicated to all affected parties through publishing on our website.

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

Service to be provided

The following Services are covered by this Agreement;

Support the full employee lifecycle:

- Initial creation of record of employment, including provision of contractual documentation.
- Tracking of changes to employment and personal status covering contractual and non-contractual amendments, issuing of confirmation and reflecting those changes on the system.
- Close record at end of employment including appropriate liaison with pension provider.
- Ensure full legislative and policy requirements are met during the employee lifecycle.

Validation and Auditing

- Carry out suitable checks on data input in accordance with best practice auditing of process, including compliance, self-audit and checking.
- Consider and unless otherwise agreed implement audit recommendations from internal or external audit reports.

Advice, Customer Support and Information

- Provision of a comprehensive and expert first and second-line advice service to all customers. Recording and reporting of queries for analysis and improvement of services and to influence policy or procedural changes.
- Respond in a timely manner to day to day ad hoc requests for information.

Standard Payroll Service

- Access to employee and manager self-service for submitting sickness absence, unpaid absence, contractual changes, terminations, personal changes, expenses, overtime/additional hours.
- Automated occupational and statutory scheme calculations.
- Annual pay award processing.
- Full payment submission (FPS) detailing the employee's pay and deductions for that month.
- Employer payment submission (EPS) detailing the employer's statutory payments.
- Provide BACs and costing reports.
- Payments to third parties.
- Run the BACs process and transmit the BACs payment
- Court orders and attachment to earnings.
- Access to Help Desk

NB: Where self-service processes are in place, instruction from the Customer will normally be automated through self-service and manual process by exception.

6. Customer and Service Provider Responsibilities

Customer and Service Provide responsibilities and/or requirements in support of this Agreement include:

Supporting the Employee Lifecycle Appointment of New Employees

Service	Who	Activity	Target
HR/Payroll Record	Customer	Complete all relevant employment checks and submit details of new appointment.	By published submission deadline
	HR Connect	Ensure new employee is set up correctly including all statutory deductions, relevant pension scheme enrolment and application of bank details on HR/Payroll system and create an electronic file.	On submission of new appointment e-form/or direct input to HR/Payroll system by required submission deadline
	HR Connect	Provide Pension provider with details of all new starters and people who are new entrants to LGPS/TPS.	Within 1 month of starting
HMRC & starters	HR Connect	Ensure appropriate liaison with and notification to HMRC.	Each month in accordance with statutory requirements
Contract of employment	HR Connect	Produce contract of employment (customer to despatch to employee) in accordance with relevant terms and conditions and statutory requirements.	On submission of New Appointment E-Form or within 20 working days from date revised or full info is received (where automation is not in place) or within statutory provisions

Contractual and Non-Contractual Amendments / Changes

Service	Who	Activity	Target
Contract variations	Customer	Submit changes to contractual terms (e.g. re-grading, change in contractual hours)	By published submission deadline
	HR Connect	Provide a contract employment variation and ensure record has been changed in accordance with submission.	On submission of contractual change/or input to HR/Payroll system, or within 20 working days from date full information is received or within statutory provisions
Amendments	HR Connect	Advise Customer of changes made to an active employee's record which will have an impact on pay or deductions. Including any under/overpayment that arises and send a letter and calculation breakdown to the Customer for discussion with the employee (if overpayment).	By next payroll deadline
Policy	Customer	Liaise with / Notify HR Connect regarding proposed changes to Policy or Procedures at the kick-off stage.	At initiation of project / proposal
	HR Connect	Agree system or procedural changes including the timetable for delivery and any cost implications, to give effect to the Policy change proposed to an agreed timetable	As agreed
	HR Connect	Deliver changes to agreed timelines	As agreed

Terminations/Leavers

Service	Who	Activity	Target
Resignations	Customer	Submit end employment through Manager self-service with manual submissions by exception.	By submission deadline
	HR Connect	Ensure system is updated accordingly and if employee is a member of pension scheme, notify appropriate pensions provider	By required payroll deadline
	HR Connect	Request pension estimate (for employees aged 55 or over) and send to employee upon receipt from Pensions provider.	Within 5 working days from receipt of request
Redundancy / Retirement / Ill Health	Customer	End employment through Managers self-service and send to HR Connect copy of any relevant retirement/redundancy/ill health where applicable.	By submission deadline
	Customer	Provide HR Connect with the correct final salary for redundancies.	By submission deadline.
	HR Connect	Update system, produce and send letter to employee (if requested) including pensions leavers notification form including life-time allowance declaration	Within 5 working days from receipt of full and complete termination form
	HR Connect	Request pension estimate (for retirements) and send to employee upon receipt from Pensions provider.	Within 5 working days from receipt of request
	Employee	If in the Teachers' Pension Scheme, employee to complete Retirement Application form on Teacher's Pension Portal.	4 months ahead of retirement date
	HR Connect	Process redundancy payment in last salary if prior to pay day or following pay period if last day of service is after this.	On pay day or as soon after last day of service
Death in Service	Customer	Submit via Manager self-service in the leaving employment area and advise HR Connect of death in service and/or appropriate HR team, providing relevant information	Upon notification of death

Service	Who	Activity	Target
	HR Connect	Contact Pension provider, liaise with HR Connect Advisory Service as appropriate, and forward appropriate correspondence to next of kin. For Teachers, submit Form 22A on Teachers' Pensions Portal.	Within 2 working days from receipt of full and complete information
	HR Connect	For LGPS members, provide all relevant information to the pension Provider where applicable, once the next of kin has returned appropriate LGPS forms.	Within 2 working days from receipt of full and complete information
Other leavers	Customer	Shall end employment through Manager self-service.	By submission deadline
	HR Connect	Ensure system is updated accordingly and send letter to employee with all appropriate pension paperwork	By submission deadline and within 1 month of final payroll
	HR Connect	Notify Pensions (LGPS/TPS or other provider as appropriate) of Leavers	Within 1 month of termination date (or following receipt of appropriate information from School), whichever is sooner.
	HR Connect	Production and despatch of P45's, including submission of EDI to HMRC	Within one month of leaving or notification (whichever is later)
Payments after leaving	Customer	Notify HR Connect of any outstanding payments or deductions	By submission deadlines or earlier
	HR Connect	Ensure accurate payment after leaving subject to appropriate authorisation	Next available pay period

Absence Management

Service	Who	Activity	Target
Sickness absence	Customer	Submit sickness absence via Managers self-service. Notify HR Connect of any exceptions to normal sickness absence rules	By published submission deadline Must comply with Policy
	HR Connect	Administration of statutory sick pay entitlement and issue of statutory documents	By next payroll deadline and issue SSP1 6 weeks before SSP expires
	HR Connect	Produce letters for customer advising of reduction in pay due to absence (Half/Nil pay) for discussion with the employee.	2 months in advance of half/nil pay (subject to HR Connect being notified of absence in advance of reduction)
	Customer	Discussion with the employee and provide confirmation letter. If employee has since returned notify HR Connect of return date	
Other leave	Customer	Notification received from Customer or employee advising of other leave using form absence not due to sickness (e.g. personal leave, jury service, carers leave)	As advised
	HR Connect	Send confirmation of entitlement to employee and input to HR/Payroll system in accordance with authorised instructions received	Within 20 working days from receipt of all relevant information
Unpaid leave	Customer	Notify HR Connect of the absence	By HR Connect submission deadline
	HR Connect	Input deductions to be made	By relevant payroll deadline

Service	Who	Activity	Target
Maternity / Adoption / Maternity Support Leave / Shared Parental Leave	Customer	Advise HR Connect of maternity/paternity/adoption/shared parental leave and submit appropriate evidence i.e. MATB1.	By HR Connect submission deadline
	HR Connect	Produce appropriate information and upload to the portal for the customer to provide to the employee.	Within 20 working days from receipt of all relevant information
	HR Connect	Update record and undertake appropriate calculations and ensure application of statutory pay benefits as applicable and send SMP1 if appropriate	By relevant payroll deadline
	Employee	Notifies Customer of return to work date	8 weeks prior to end of maternity leave
	Customer	Notifies HR Connect of employees return to work date	By submission deadline
	HR Connect	Update record when notified of employees return	By payroll deadline
	Employee	Advises school that they wish to pay missing contributions	Within 30 days of return from leave of absence
	Customer	Advises HR Connect of employee's intention to pay missing contributions	By HR Connect submission deadline
	HR Connect	Update HR/Payroll system to take missing contributions as appropriate and advise Pension provider (as appropriate) of employee's decision	By next payroll deadline

Payments to and Deductions from Employees

Service	Who	Activity	Target
Interim Payments (processed as a one-off occurrence and not for all late notifications as standard)	Customer	Identify that a payment has not been paid due to late notification and discuss with employee. If a one-off payment is required due to financial hardship liaise with HR Connect to agree that an advance can be processed.	As soon as missing payment is identified

Service	Who	Activity	Target
	HR Connect	If agreed, provide customer with net pay amount and confirm charge applicable for processing payment or for calculation of figure (where customer may make the payment directly.)	Within 2 working days
	HR Connect	Update HR/Payroll record to offset recovery of advance. Apply advance payment recovery to record.	By next available payroll
Process other payments	Customer	Submit details of other payments to be made including, but not limited to, salary, additional hours, allowances, market premia and cash awards.	By submission deadline Must be compliant with Policy
	HR Connect	Process all payments to employees in accordance with authorised instructions.	By submission deadline
Annual Pay Award Process – Support Staff	HR Connect	Support the annual pay award process in accordance with the relevant terms and conditions/school / Trust policy via the Salary Assessment Portal.	By published deadlines and in line with Policy
Teacher Assessment Process	Customer	Submit via the Salary Assessment Portal	By published deadlines in line with Pay Award timescale.
	HR Connect	Update salary information as per submissions via the Salary Assessment Portal.	By published deadlines in line with Pay Award timescale.
Attachments of Earnings	Customer	Forward immediately to HR Connect all documents pertaining to any Attachments of Earnings	Within 1 working day from notification
	HR Connect	Accurate application and administration of Court Orders	By Statutory Deadline

Service	Who	Activity	Target
Tax, NI and Student Loan application	Customer	Forward immediately to HR Connect all documents pertaining to HMRC	As soon as possible
	HR Connect	Update of system in accordance with notification received from HMRC	By next available HR Connect deadline
Correction of errors	Customer	Notify HR Connect of any corrections to be made to pay	Within one month of error being identified
Correspondence	HR Connect	Reply to reference requests for building society and mortgages	Within 5 working days from receipt
	HR Connect	Respond to queries from relevant Pensions Provider.	Within 28 days from receipt
	HR Connect	Respond to queries from HMRC	Within 5 days from receipt
	HR Connect	Respond to Customer queries regarding HR Connect related matters	Up to 3 working days of initial contact, with immediate referral of misdirected queries

Correction of errors (under and overpayments) and recovery of overpayments

Service	Who	Activity	Target
Identification & Correction	Employee	Check payslip and immediately inform Employer of overpayment	Monthly
	Customer	Immediately notify HR Connect of any overpayment and advise Employee	Monthly
	HR Connect	Make the corrections to HR/Payroll record immediately, produce letter and breakdown and issue to the Customer (if employee has not left). Repayment plan will be added to the record to start recovery	By next available payroll deadline
	Customer	Advise HR Connect if amendments are required to the repayment plan.	By submission deadline (for the next payroll deadline)
Recovery	HR Connect	If current employee: Recover overpayment in full or start instalment recovery plan If ex-employee: Recover from final salary. If this does not clear the overpayment advise Customer	Next pay period
	Customer	Advise HR Connect if repayment is made directly to them by the ex- employee	As soon as payment is received
	HR Connect	Update record to reflect repayment has been made directly to the school / Trust in order to offset the overpayment.	Next pay period

Payroll Control Processes

Service	Who	Activity	Target
Statutory Returns	HR Connect	Completion of all statutory and non- statutory RTI returns (EAS, FPS and EPS) and submission to HMRC via EDI and completion and presentation of year end FPS questions.	In line with statutory deadlines
3rd Party Data	HR Connect	Ensure that information relating to Pensions and other pay related data is submitted within agreed schedule.	Within agreed timescales
ONS reports	HR Connect	Production of statutory reports including ONS Survey	In line with statutory deadlines
BACs Processing	HR Connect	Run the BACs process and ensure the BACs file is transmitted in accordance with agreed schedule.	Within agreed timescales
	Customer	Ensure sufficient funds are available in bank account to fund the BACs transmission and/or where appropriate ensure appropriate direct debit arrangement is in place	Within agreed timescales
Production of P60's	HR Connect	Annual production and despatch of P60's to employees	In line with statutory deadlines
Pay Advices	HR Connect	Produce on-line payslips each month (if self-service is not available produce and despatch payslips)	Before relevant pay day
Payroll timetable	HR Connect	Provide an annual timetable at least 6 months in advance, containing the following critical dates; Date submissions must be received by HR Connect Anticipated date financial reports will be available Pay day (especially if not standard date)	6 months in advance of effect. HR Connect reserve the right to amend the dates with reasonable notice
Post HR Connect reporting	Customer	Maintain correct costing on the structure of the system.	Ongoing

Service	Who	Activity	Target
	HR Connect	Provision of costing and reconciliation reports	Monthly
		Produce BACS payments due to third parties so that necessary transfers can be made for deductions	Preferred date is by due date for Pensions, Tax and NI through split BACS
		Provide details of any HR Connect deduction related payments not capable of being automated as BACS payments as agreed. This option will only be used if the preferred option (above) cannot be managed by the technology implemented.	Within 2 working days of completion of HR Connect process
Disaster Recovery	HR Connect	Production, updating and where necessary use of an effective and practical payroll disaster recovery/business continuity plan	Reviewed and updated annually if necessary

Validation and Auditing

Service	Who	Activity	Target
Compliance	Customer	To consult and liaise with HR Connect on policy and procedural change requirements at the planning stage and provide with requirements once finalised	Continual
	HR Connect	Provide on-going service ensuring compliance with statutory obligations, policy and procedures. Provide advice on whether proposed policies or single actions are compliant with legislation and best practice and obtain confirmation in writing that the action should proceed where this may be contrary to that advice	In line with statutory obligations and policies
	HR Connect	Produce and send costing and reconciliation report.	Monthly
Validation and quality control	HR Connect	Carry out suitable checks on data input in accordance with best practice auditing of process, including compliance, self-audit and checking. HR Connect shall consider and unless otherwise agreed implement audit recommendations from internal or external audit reports	Monthly
File maintenance	HR Connect	Update employees file with all relevant documentation	Within 2 working days of action

Advice and Information

Service	Who	Activity	Target
Provide information	HR Connect	Provide relevant information to Customer as requested	3 working days
		More complex queries will follow an escalation process within the team	5 working days
Advice	HR Connect	Respond to requests for advice that require factual information pertaining to HR Connect issues	3 working days
	HR Connect	Respond to queries from LGPS on current and previously employed staff	20 working days
Subject Access	HR Connect	Respond to requests to Personal information (under GDPR or Freedom of Information Act)	Response provided within agreed timescales to ensure achievement of statutory requirement
Legislation changes	HR Connect	Advise Customer on legislative changes and possible impact on service or organisations	As appropriate

In addition, the Customer is responsible for the submission of accurate and correctly authorised information in accordance with the published payroll deadlines. All information should be submitted by the Customer via the HR Connect Customer Portal (E-Forms) or via Manager/Employee Self Service.

7. Service Assumptions

Assumptions related to in-scope services and/or components include:

Interim Salary Payments

An interim is a non-taxable allowance of 60%, made before it can be paid through the next available payroll. The gross amount the advance relates to is treated as pay with the next normal payroll calculation process which is then subject to the correct PAYE, NI and any other appropriate deductions and reports through the Full Payment Submission to Her Majesties Revenue & Customers.

Where these requests are received HR Connect will agree to process those advance payments where the error has occurred due to an HR Connect administrative error.

For any requests received from the Customer, HR Connect reserve the right to charge (this will be notified at the point of request). We also reserve the right to apply a charge where a request is made to provide a net pay figure where the customer will make payment directly to the employee.

8. Service Availability

Customer support	09:00 – 17:00 Monday to Friday, (excluding English Bank Holidays and the concessionary day which is appended to the Christmas Bank Holidays).
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9. Service Performance

Assumptions related to in-scope services and/or components include:

Measure	Target
Respond to Emails	Within 3 working days
Resolve calls at first contact	90% of all calls
Customer Satisfaction	92% positive
Email support	09:00 to 17:00 Monday – Friday*

*Emails received out of office hours will be considered to have been received the following working day.

10. Service Feedback

At HR Connect we are committed to delivering high quality services and we strive to exceed our customers' expectations.

We value our customers' feedback and want you to let us know when we've done something well; where you think we can make an improvement or other services we could offer.

All feedback is taken seriously and provides us with an opportunity to continuously improve all aspects of our services.

In the unlikely event things go wrong and our service does not meet your expectations, we aim to put this right as quickly as possible and use what we've learnt to make operational improvements. We will always try to resolve any concerns without the need for a formal complaint by working with you to find a satisfactory resolution. Where this is not possible and you wish to pursue it further, you can put your feedback in writing by e-mail to:

accountmanagement@hrconnect.org.uk

Please cover the following points:

- Your reason for feedback.
- An overview of the feedback and its handling to date.
- Your view on what should happen next.
- The names of any staff involved.

When your feedback is received, we will:

- Endeavour to rectify any problems caused within 20 working days.
- Acknowledge your correspondence within 5 working days.

Where we are unable to meet the proposed 20 working day deadline, if for example further investigation is required, we will contact you to inform you of the progress of the matter raised and agree a completion date with you.

In all instances your feedback will be investigated by a senior member of staff and that person will contact you. We will also ensure that if required, additional training and development will be provided to our staff and that lessons are learned from what has happened, to prevent it happening again.

11. General Data Protection Rules

Please refer to Annex A attached for data management rules applicable to this contractual agreement.

For the purposes of this agreement the following party will be responsible for adherence to the legislation referred in Annex A

1. **Data Controller: Customer**
2. **Data Processor: HR Connect**
3. **Sub Processor: N/A**

Schedule of Processing, Personal Data and Data Subjects (Annex A)

1. The contact details of the Controller's Data Protection Officer (or representative) are:
[See Order Form]
2. The contact details of the Processor's Data Protection Officer (or representative) are:

Email: DPO@csltd.org.uk
Post: Data Protection Officer, Commercial Services Group, 1 Abbey Wood Road, Kings Hill, West Malling, ME19 4YT
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Data processing details

Processing of the Protected Data by the Processor under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and HR Connect is the Processor as defined in the Contract.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively provide the service(s) as outlined in the Contract and Service Level Agreement.
Duration of the processing	Processing will take place as for the period defined in the contract.
Nature and purposes of the processing	The nature of processing will include all

	<p>operations required in the delivery of the Services. This shall include any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purpose of the processing is to fulfil the Processor's obligations in delivering the Services in accordance with the Contract.</p> <p>This includes:</p> <ul style="list-style-type: none"> • Meeting statutory obligations • Ensuring policies are adhered to • Employment processing • Payroll and pensions administration • HR casework • Staff transfers / TUPE • Customer / client account management including billing, handling helpdesk queries and provision of management information as agreed • Review of current practice or services and how they could be improved <p>Information may be obtained from and shared with third parties with whom we liaise in providing the Services (i.e. HMRC / LGPS / Teachers' Pension Scheme / Disclosure and Barring Service / Legal Advisors) or by a representative acting on behalf of the data subject (trade union representative / solicitor), as appropriate.</p> <p>Information may be shared with other parties where a transfer of the business takes place (i.e. TUPE).</p> <p>Information may be shared with law enforcement or other authorities if required by applicable law.</p>
Type of Personal Data being Processed	<p>Personal data relating to the categories of Data Subject below, including:</p> <ul style="list-style-type: none"> • Name • Unique identifiers e.g. employee number • Contact details including email address, phone number, address and address history

	<ul style="list-style-type: none"> • Date and place of birth • Information relating to protected characteristics as defined in the Equality Act 2010 e.g. age, racial or ethnic origin, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity, religious or similar beliefs, disability, gender reassignment • Information required for recruitment and vetting processes e.g. job applications / CV, referee contact details, criminal record and certificates of good conduct, ID document details, nationality and immigration status information, licences or permits held including a copy of driving licence (where applicable). • Current and historic employment and/or educational details including training, academic and professional qualifications and registrations, details of any conduct, grievance, disciplinary or performance issues, reviews and appraisals, time and attendance • Health information e.g. occupational health, sickness and absence records <ul style="list-style-type: none"> • Continuous service information • Redundancy information • Trade union membership • Financial information including details of salary / benefits, bank details, tax information, student loan status, statutory third-party payments e.g. court orders / attachment of earnings orders or voluntary payments and National Insurance Number • Details of pension and benefit arrangements including all information necessary to implement and administer these • Details of spouse / partner and dependants • Emergency contact information • Information relating to use of public social media (in very limited circumstances, to check specific risks for specific functions within the Controller's organisation) – if applicable.
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	<ul style="list-style-type: none"> Survey information from participation in surveys and / or qualitative research
Categories of Data Subject	<p>These will include:</p> <ul style="list-style-type: none"> Prospective, current and previous employees (including volunteers, agents and temporary workers and those undertaking work for, or on behalf of the Controller) Parents, dependants and those with legal responsibility for the service users – if applicable Employees of the Controller's 3rd Party suppliers Students / pupils – if applicable Website users
Specific processing instructions for Sub-Processing	N/A
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>In line with the contract, at the written direction of the Controller, unless a copy is specifically required to be retained by the Processor for audit or compliance purposes in performance of its obligations for up to six (6) years, the Processor will delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data</p>

Technical and organisational security measures

The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.