**Joint Schedule 11 (Processing Data)**

1. **Definitions**

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**“Controller”** has the meaning given in the GDPR;

**“Data Protection**

**Legislation”** means

* + 1. the GDPR, the LED and any applicable national implementing Laws as amended from time to time;
		2. the DPA to the extent that it relates to processing of personal data and privacy;
		3. all applicable Law about the processing of personal data and privacy;

**“GDPR”** the General Data Protection Regulation (Regulation (EU) 2016/679)

**“Joint Control”** means where two or more Controllers jointly determine the purposes and means of processing

**“Personal Data”** has the meaning given in the GDPR to which the Processor has access to from time to time in the course of the Services

**INDEPENDENT CONTROLLERS OF PERSONAL DATA**

* 1. With respect to Personal Data provided by one Party to another Party (as further described in Annex 1 (Record of Personal Data Transfer) in this Part C of Joint Schedule 11 for which each Party acts as Controller but which is not under the Joint Control each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.
	2. Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
	3. Where a Party has provided Personal Data to the other Party in accordance with this Part C the recipient Party will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
	4. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the processing of Personal Data for the purposes of this Agreement.
	5. The Parties shall only provide Personal Data to each other:
	6. To the extent necessary to perform the respective obligations under this Agreement.
	7. in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects)
	8. where it has recorded it in Annex 1 – Record of Personal Data Transfer

###  Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

###  A Party processing Personal Data for the purposes of this Agreement shall maintain a record of its processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.

###  Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Agreement:

9.1 the other Party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the cost of the party receiving the request; or

9.2 where the request or correspondence is directed to the other party and/or relates to the other party’s Processing of the Personal Data, the Data Receiving Party will:

* 1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and
	2. provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
1. Each party shall promptly notify the other party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to this Agreement and shall:

10.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;

10.2 implement any measures necessary to restore the security of any compromised Personal Data;

10.3 work with the other Party to make any required notifications to the Information Commissioner’s Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

10.4 not do anything which may damage the reputation of the other Party or that party's relationship with the relevant Data Subjects, save as required by Law.

11. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Agreement as specified in Annex 1

12. Personal Data shall not be retained or processed for longer than is necessary to perform the respective obligations under this Agreement which is specified in Annex 1.

**Annex 1 – Record of Personal Data Transfer**

The contract details of the Authority Data Protection Officer is:

Stephen Jones, Data Protection Officer

Cabinet Office

70 Whitehall

London

SW1A 2AS

1. The contact details of the Buyers Data Protection Officer is:

(Buyer to insert the appropriate Data Protection Officer)

1. The contract details of the Service Provider Data Protection Officer is:

(Supplier to insert the appropriate Data Protection Officer)

(Note: Any such further instructions shall be incorporated into this Schedule.)

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| **Contract:** | **RM3828** |
| **Date:**  | 14/01/2019 |
| Identity of the Independent Controller  | The Parties acknowledge that the Supplier(s) is an Independent Controller for the purposes of the Data Protection Legislation in respect of the personal data of end users and Part C Independent Controllers of Personal Data to this Schedule shall apply in replacement of Clause 14 of the Core Terms.] |
| Provision of Personal Data | The following Personal Data is provided by the Supplier to the Buyer:The following Personal Data is provided by the Buyer to the Supplier:  |
| Uses of Personal Data under this Agreement | As defined in clause 3 of this schedule. |
| Duration of the processing and retention.  | From the outset of the Framework Agreement date, and up to 7 years after the expiry or termination of the Framework Agreement in order to meet legal obligations. |
| Nature and purposes of the processing | 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) for the purposes of , statutory obligations and reporting, including to Parliamentary committees. This includes collection, recording, organising, storage, retrieval, consultation, use, disclosure, transmission, dissemination, alignment, restriction, and erasure or destruction. |
| Type of Personal Data |  As defined in section 1.1 of this schedule. |
| Categories of Data Subject |

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| Any person whose personal data is being collected, held or processed. |  |

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