SCHEDULE 31

PROCESSING PERSONAL DATA

Schedule 31 (*Processing Personal Data*)

1 This Schedule shall be completed by the Authority acting as the Controller (or, in the event that the Controller is another Government body, by the Authority acting on behalf of the Controller and in such event the Authority shall be entitled to exercise any and all rights set out in the Contract on behalf of the Controller).

2 The Authority, when completing this Schedule, may take account of the view of the Processor. However, the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.

3 The contact details of the Authority's Data Protection Officer are: REDACTED

4 The contact details of the Supplier's Data Protection Officer are: REDACTED, Senior Counsel & Data Protection Officer UK & Ireland, REDACTED

5 The Processor shall comply with any further reasonable written instructions from the Authority with respect to processing.

6 Any such further instructions shall be incorporated into this Schedule, to the extent not already incorporated in the Contract.

Description	**Details**
Identity of Controller for each Category of Personal Data	***The Authority is Controller and the Supplier is Processor:*** *The Parties acknowledge that in accordance with Clause 21.2 to 21.15 and for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor of the following Personal Data:* • *Personal Data relating to persons who are or have been a Device Wearer.* ***The Parties are Independent Controllers of Personal Data:*** *The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of the following Personal Data:* • *Business contact details of Supplier Personnel,* • *Business contact details of any directors, officers, employees, agents, consultants and contractors of the Authority (excluding the Supplier Personnel) and any other Government Department, who are engaged in the performance of the Authority's duties under this Contract).* ***The Authority is a Processor and the Supplier is a Sub-Processor:***

	The Parties acknowledge that, where there is processing of Personal Data with respect to the Personal Data of a Service Recipient, the Service Recipient will be the Controller, the Authority will be the Processor and the Supplier will be Sub-Processor in respect of that Personal Data. As at the Effective Date, the Parties acknowledge that the Services will entail the Processing of the Personal Data of the Home Office (a Service Recipient) and that in the case where an additional Service Recipient entails the Processing of that Service Recipient's Personal Data, this Schedule 31 shall be amended as agreed by the Parties to reflect that further Processing and the roles of the Parties under the Data Protection Legislation. With respect to the Processing of Home Office Personal Data, the Home Office is Controller, the Authority is Processor and the Supplier is Sub-Processor of the following Personal Data: • *Personal Data relating to persons who are or have been a Device Wearer.* *For the purposes of the circumstances described above the Processor obligations contained at Clauses 21.2-21.15 of the Contract shall apply to the Supplier when acting as Sub-Processor, with the Authority flowing down the Data Processing instructions issued by the relevant Service Recipient as though it were the Controller.*
Duration of the processing	*For the period during which the Supplier continues to provide the Services, including any Termination Services, and including to the extent necessary to complete Exit Management.*
Nature and purposes of the processing	*The processing of Personal Data pursuant to the Contract is permitted solely for the purpose of providing the Services.* *The nature of the permitted processing of Personal Data shall include the collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment, combination, restriction, erasure and destruction of the Personal Data (whether or not by automated means).*
Type of Personal Data	*(a) Name;* *(b) Contact details, including current address and previous addresses;* *(c) Photographic image;* *(d) National insurance number;* *(e) National identification number;* *(f) Date of birth and/or age;*

	(g) Height; *(h) Gender (including any gender reassignment);* *(i) Sexual orientation;* *(j) Marital status;* *(k) Mother's maiden name;* *(l) Name of next of kin, including contact details;* *(m) Race (including colour, nationality, ethnic or national origin, language / translation requirements);* *(n) Biometric data (facial recognition scans);* *(o) Health / disability information including pregnancy and drug / alcohol use;* *(p) Religion / religious beliefs;* *(q) Criminal record (including date of conviction and convicting court);* *(r) Geolocation data;* *(s) Such other information relating to identified or identifiable individuals as is reasonable to minimise the risk to health and safety of the persons providing the Services; and* (t) *Such other information relating to identified or identifiable individuals as is reasonably necessary for the provision of the Services.*
Categories of Data Subject	(a) *Persons who are or have been a Device Wearer;* (b) *Third parties (which may include children), to the extent that the Personal Data about such third parties is or may be relevant to the safety of persons involved in the provision of the Services in connection with any such Device Wearers.*
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	*The Personal Data shall be retained for the period specified in the Authority's Data Protection Policy and the Supplier shall comply with that Policy.* *Following the termination or expiry of the Contract or when asked by the Authority to do so, the Supplier shall return and/or transfer all Personal Data, including any copies, to the Authority and/or any person identified in writing by the Authority and/or shall promptly thereafter delete the Personal Data in accordance with Schedule 5 (Security Management) and Schedule 25 (Exit Management), providing confirmation of the same.*

Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract	REDACTED
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	*All staff involved in the processing of personal data will have undergone comprehensive pre-employment screening and data protection training. Access to personal data is strictly controlled through application of the principles of role based access control and least privilege. This is enforced through the application of technical controls, within the scope of our ISO/IEC 27001 certified Information Security Management System.*