

Personal Data Particulars

**Annex AE to
MCS/701578537
DEFFORM 532
Edn 10/19**

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by: [Information Redacted]</p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at: [Information Redacted]</p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: [Information Redacted]</p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <ol style="list-style-type: none"> 1. Employee information as required by DEFCON697 Edn 06/21- (Contractor on Deployed Operations) including medical assessments and records 2. Employee Information in connection with trials support and training pursuant to Annex A (Statement of Requirements) 3. Employee information in connection with Hazard Identification meetings including SQEP status 4. Employee timesheets and expense claims in connection with audit and/or price investigation activity 5. Employee information as may be required in connection with any Additional Services pursuant to Clause 9 of the Contract 6. Employee information in connection with software licenses granted under the Contract including CRISP and BIMS 7. Employee information as required to comply with Clause 55.2 of the Contract in connection with Confidentiality Undertakings

	<p>8. Employee information as required to facilitate the access of Authority Related Parties to Contractor and Contractor Related Parties establishments.</p> <p>9. Employee information as identified in Annex AB (TUPE Regulations) in the event of such provisions are enacted under the Contract</p> <p>10. Records of Authority Related Parties and Contractor Related Parties engaged in delivering the Contract including SQEP status</p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p>The data described at 1. above to the extent of medical assessments and records is sensitive and therefore 'special category' data. Its processing is necessary for the deployment of civilian personnel to contribute to the delivery of military capability of deployed military forces.</p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows:</p> <p>The processing of employee information and records covered by the Categories of Data above in accordance with the obligations under or in connection with this Contract</p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>The processing activities shall consist of collection, recording, organisation, structuring, storage, modification, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not).</p> <p>The processing activities shall be for the purposes of statutory obligation, training assessment, trials support, deployment, access to facilities and establishments, provision and use of software licenses, maintaining confidentiality undertakings, programme management, demonstration of SQEP status, business continuity, audit, price investigations, Transfer Regulations and for such other purpose as may be required and is specified in connection with any Additional Services authorised pursuant to Clause 9 of the Contract</p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>All Personal Data will be stored and handled in accordance with:</p> <p>(i) The Data Protection Legislation (as defined in DEFCON532B (Edn 09/21) (Protection of Personal</p>

	<p>Data) and as may be amended, consolidated or replaced from time to time;</p> <p>(ii) (to the extent of medical information) the Caldicott Principles; and</p> <p>(iii) In accordance with any requirements specified in (a) Annex A (Statement of Requirements), (b) Annex S (Exit Management) and (c) as may be specified in connection with any Additional Services authorised pursuant to Clause 9 of the contract; furthermore:</p> <p>(iv) The Parties shall in addition to DEFCON 532B give effect to DEFCON 531, DEFCON658 and DEFCON 660 in connection to the processing of Personal Data; and</p> <p>(v) The Contractor acknowledges and accepts that all Personal Data shall be for the purposes of this Contract constitute OFFICIAL-SENSITIVE Information and shall be subject to, inter alia, the controls, protections and measures specified within the OFFICIAL and OFFICIAL-SENSITIVE Security Condition for UK Contracts as set out at Appendix 1 of Annex V (Security Aspects Letter) save that paragraphs 29 to 31 (inclusive) thereof are not applicable to such Personal Data</p> <p>In the event of any inconsistency between the technical and organisational measures described above, in all cases the Contractor's obligations in respect of the Data Protection Legislation shall take precedence.</p>
<p>Instructions for disposal of Personal Data</p>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): [please specify]</p> <p>Personal Data shall be kept for no longer than is necessary for the purposes of discharging the Parties respective obligations under or in connection with the Contract or at Law. Unless otherwise specified in the Contract or notified in writing by the Authority to the Contractor, the Personal Data shall not be retained for longer than 6 months after final use (where such use is limited to that permitted in accordance with the requirements of this Contract or at Law).</p> <p>The continued retention of Personal Data stored in connection with this Contract shall at a minimum be reviewed as part of the monthly report in accordance with Annex E (Deliverable Documentation).</p> <p>The Authority shall provide appropriate disposal instructions in relation to the Personal Data (to the extent</p>

	<p>these depart from are or not otherwise already addressed at Annex S (Exit Management)) with which the Contractor shall immediately comply save to the extent clause 6a of DEFCON532B (Edn 09/21) applies.</p> <p>Notwithstanding each of the foregoing instructions for disposal of Personal Data, the Contractor agrees to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation (save to the extent (and for the limited period) that such information needs to be retained by the Contractor for statutory compliance purposes or as otherwise required by this Contract).</p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p>Personal Data under this Contract will be processed from the Contract commencement date.</p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.