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Schedule 11 - ESMCP Mobile Services Agreement

Processing Personal Data

Version 1.0

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CHANGE HISTORY

Version No.	Effective Date of agreement / CAN	Version / Details of Changes included in Update	Author(s)
1.0	01/12/2024	Execution Version	ESMCP

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1 Processing Personal Data

- 1.1 The contact details of the Authority's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: BT Group Data Protection Officer (which as at the Effective Date, is [REDACTED] or as otherwise notified by the Supplier to the Authority in writing from time to time. The Supplier shall provide the Authority with the updated contact details of its Data Protection Officer for the time being upon the Authority's reasonable request. For the purposes of this Paragraph 1.2, the Supplier shall mean both EEL and BT Plc.
- 1.3 Subject to Paragraph 1.4, the Processor shall comply with any of the Controller's further reasonable written instructions with respect to Processing by the Processor where such instructions are consistent with the terms of this Agreement and any such further instructions shall be deemed incorporated into this Schedule.
- 1.4 Any instructions which are not consistent with the terms of this Agreement or which require the Processor to incur any additional cost or expense shall be subject to the agreement of the Parties under the Change Control Procedure.

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Details of Processing:

	Part A – EEL as Processor	Part B – BT Plc as Processor	Part C – Authority as Processor
Description	This column is subject to Part C and applies except to the extent: (i) EEL or BT Plc is an Independent Controller; or (ii) EEL and BT Plc are together Joint Controllers; or (iii) or either EEL or BT Plc is a Joint Controller with the Authority.	This column is subject to Part C and applies except to the extent: (i) BT Plc or EEL is an Independent Controller; or (ii) BT Plc and EEL are together Joint Controllers; or (iii) either BT Plc or EEL is a Joint Controller with the Authority.	
Subject matter of the Processing	The Supplier shall Process relevant Personal Data in the provision of the Services as more particularly described under this Agreement.	The Supplier shall Process relevant Personal Data in the provision of the Services as more particularly described under this Agreement.	The Authority shall Process the Personal Data in compliance with its obligations pursuant to this Agreement and for the purposes of facilitating billing; and debt recovery from User Organisations.
Duration of the Processing	The Supplier shall Process relevant Personal Data for the duration of this Agreement.	The Supplier shall Process relevant Personal Data for the duration of this Agreement.	The Authority shall Process the Personal Data for the duration of this Agreement and thereafter until the Charges and the User Organisation charges for the UO Services are paid in full.

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Nature and purposes of the Processing	Subject to Part C, the Supplier shall Process relevant Personal Data in the provision of the Services and as more particularly described under this Agreement. Subject to Part C, the Processing by the Supplier in the provision of the Services may involve the 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 Authority Personal Data by the Supplier.	Subject to Part C, the Supplier shall Process relevant Personal Data in the provision of the Services and as more particularly described under this Agreement. Subject to Part C, the Processing by the Supplier in the provision of the Services may involve the 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 Authority Personal Data by the Supplier.	To the extent required for receipt of the End to End Services, the Authority shall Process Personal Data on the Supplier's behalf for the purposes of: • facilitating billing; and • debt recovery from User Organisations.
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Type of Personal Data	<u>EEL (either individually or together with BT Plc) will Process the following Personal Data in respect of the Users of the Services:-</u> Contact information, including the phone number that a User calls or receives a call from; and contents of communications that are generated by the Authority or a User Organisation (or their employees, agents or subcontractors) including through use of voice mail, voice recording, text messaging features and web browsing.	<u>BT Plc (either individually or together with EEL) will Process the following Personal Data in respect of the Users of the Services:-</u> Contact information, including the phone number that a User calls or receives a call from; and contents of communications that are generated by the Authority or a User Organisation (or their employees, agents or subcontractors) including through use of voice mail, voice recording, text messaging features and web browsing.	<u>The Authority will Process the following Personal Data in respect of the Users of the Services:</u> - Personal Data about Users of the Services as required for billing or debt recovery purposes; and - Personal Data generated by the Supplier incidentally or in satisfaction of its regulatory obligations during performance of the Services, including call data records, traffic data records, location data and usage data.
Categories of Data Subject	Users of the Services	Users of the Services	Users of the Services

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Plan for return and destruction of the data once the Processing is complete UNLESS there is a requirement under law to preserve that type of data	Except as set out in the Exit Plan, at the choice of the Authority, Supplier to delete or return all Personal Data to the Authority after the end of the provision of the Services relating to the processing and delete existing copies.	Except as set out in the Exit Plan, at the choice of the Authority, Supplier to delete or return all Personal Data to the Authority after the end of the provision of the Services relating to the processing and delete existing copies.	At the choice of the Supplier, Authority to delete or return all Personal Data to the Supplier after the end of the provision of the Services relating to the Processing and delete existing copies.
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Part D: Parties as Joint Controllers

Description	Details
Identity of Controller for each Category of Personal Data	As at the Effective Date, EEL and BT Plc (together the Supplier) and the Authority's understanding is that neither Supplier and the Authority nor either of EEL or BT Plc and the Authority will be Joint Controllers of Personal Data under this Agreement for the purposes of the Data Protection Legislation.
Subject matter of the Processing	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data being processed	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	N/A

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Part D: Parties as Independent Controllers

Description	Details
Identity of Controller for each Category of Personal Data	EEL and BT Plc (together the Supplier) and the Authority acknowledge that the Supplier and the Authority are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • 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) engaged in the performance of the Authority's duties under this Agreement).

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**ANNEX 1: INTERNATIONAL DATA TRANSFER AGREEMENT AND
INTERNATIONAL DATA TRANSFER AGREEMENT ADDENDUM TO THE
EU COMMISSION STANDARD CONTRACTUAL CLAUSES**

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ANNEX 2: STANDARD CONTRACTUAL CLAUSES FOR EU GDPR COMPLIANT TRANSFERS

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