

## Joint Schedule 11 (Processing Data)

### Definitions

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

**“Processor Personnel”** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

### Status of the Controller

- The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
  - “Controller” in respect of the other Party who is “Processor”;
  - “Processor” in respect of the other Party who is “Controller”;
  - “Joint Controller” with the other Party;
  - “Independent Controller” of the Personal Data where the other Party is also “Controller”,  
in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

- Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - a systematic description of the envisaged Processing and the purpose of the Processing;
  - an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - an assessment of the risks to the rights and freedoms of Data Subjects; and
  - the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

- The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
  - Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - nature of the data to be protected;
    - harm that might result from a Personal Data Breach;
    - state of technological development; and
    - cost of implementing any measures;
  - ensure that :
    - the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
      - are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - have undergone adequate training in the use, care, protection and handling of Personal Data;
- not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
  - the Data Subject has enforceable rights and effective legal remedies;
  - the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

- at the written direction of the Controller, 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.
- Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
  - receives a Data Subject Access Request (or purported Data Subject Access Request);
  - receives a request to rectify, block or erase any Personal Data;
  - receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - becomes aware of a Personal Data Breach.
- The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
  - the Controller with full details and copies of the complaint, communication or request;
  - such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - assistance as requested by the Controller following any Personal Data Breach; and/or
  - assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - the Controller determines that the Processing is not occasional;
  - the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - the Controller determines that the Processing is likely to result in a risk to the rights and

freedoms of Data Subjects.

- The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
  - notify the Controller in writing of the intended Subprocessor and Processing;
  - obtain the written consent of the Controller;
  - enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

#### **Where the Parties are Joint Controllers of Personal Data**

- In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

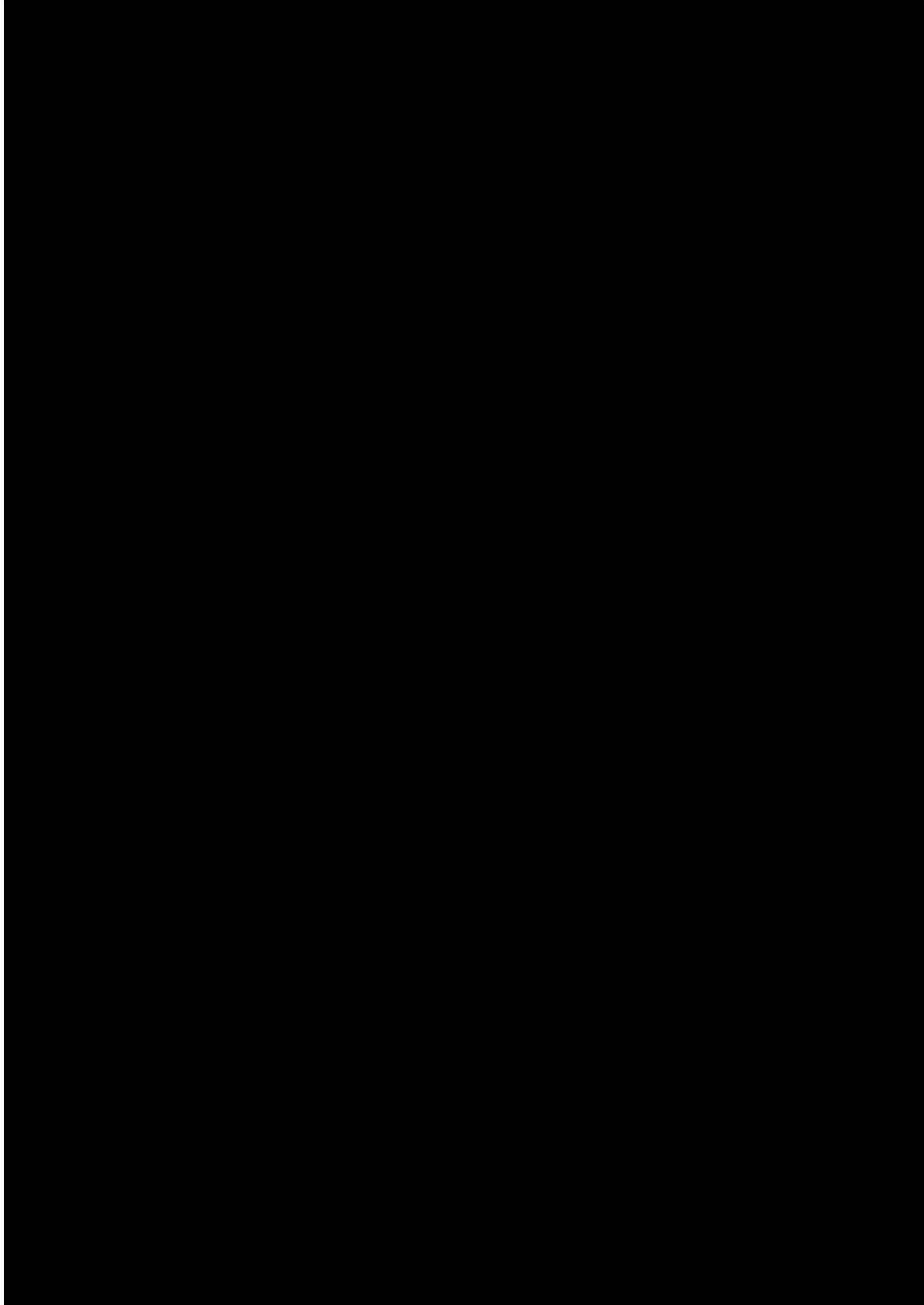
#### **Independent Controllers of Personal Data**

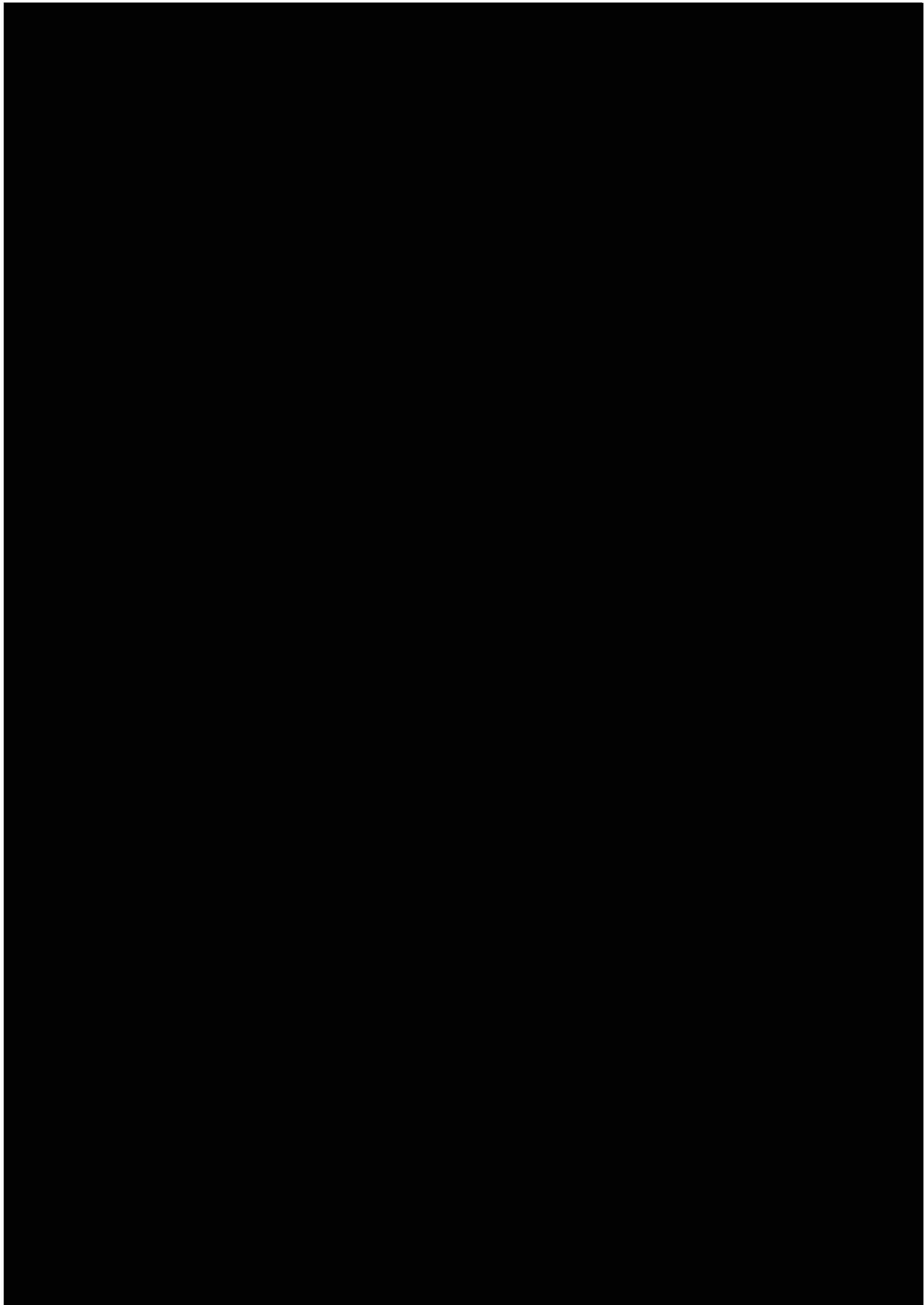
- With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 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.
- Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other

Party may reasonably require.

- The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- The Parties shall only provide Personal Data to each other:
  - to the extent necessary to perform their respective obligations under the Contract;
  - in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - where it has recorded it in Annex 1 (*Processing Personal Data*).
- 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 UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK 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 the Contract ("**Request Recipient**"):
  - the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - 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
    - 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.
- 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 the Contract and shall:

- do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
- implement any measures necessary to restore the security of any compromised Personal Data;
- 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
- 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.
- Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.











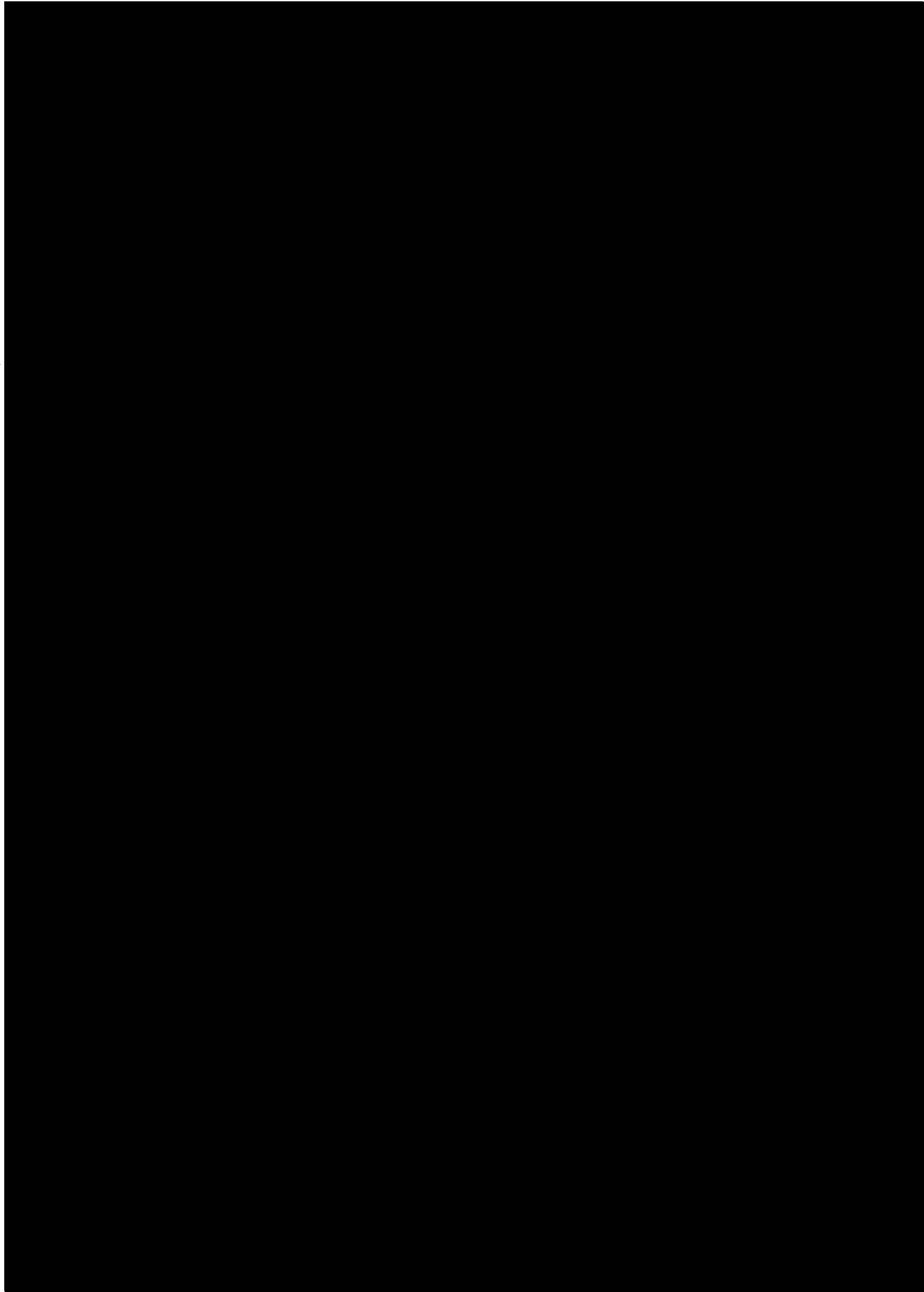


The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The methodology section describes the research design and the data collection process. The results section presents the findings of the study, and the conclusion section summarizes the main points and provides recommendations for future research.

The study was conducted in a laboratory setting, and the participants were recruited from a local university. The data was collected using a series of questionnaires and interviews. The results of the study show that there is a significant relationship between the variables being studied.

The findings of the study have important implications for the field of research. They suggest that the current understanding of the topic is incomplete, and further research is needed to explore the underlying mechanisms.

In conclusion, the study has provided valuable insights into the research topic. The results suggest that there is a need for further research to better understand the complex relationships between the variables.

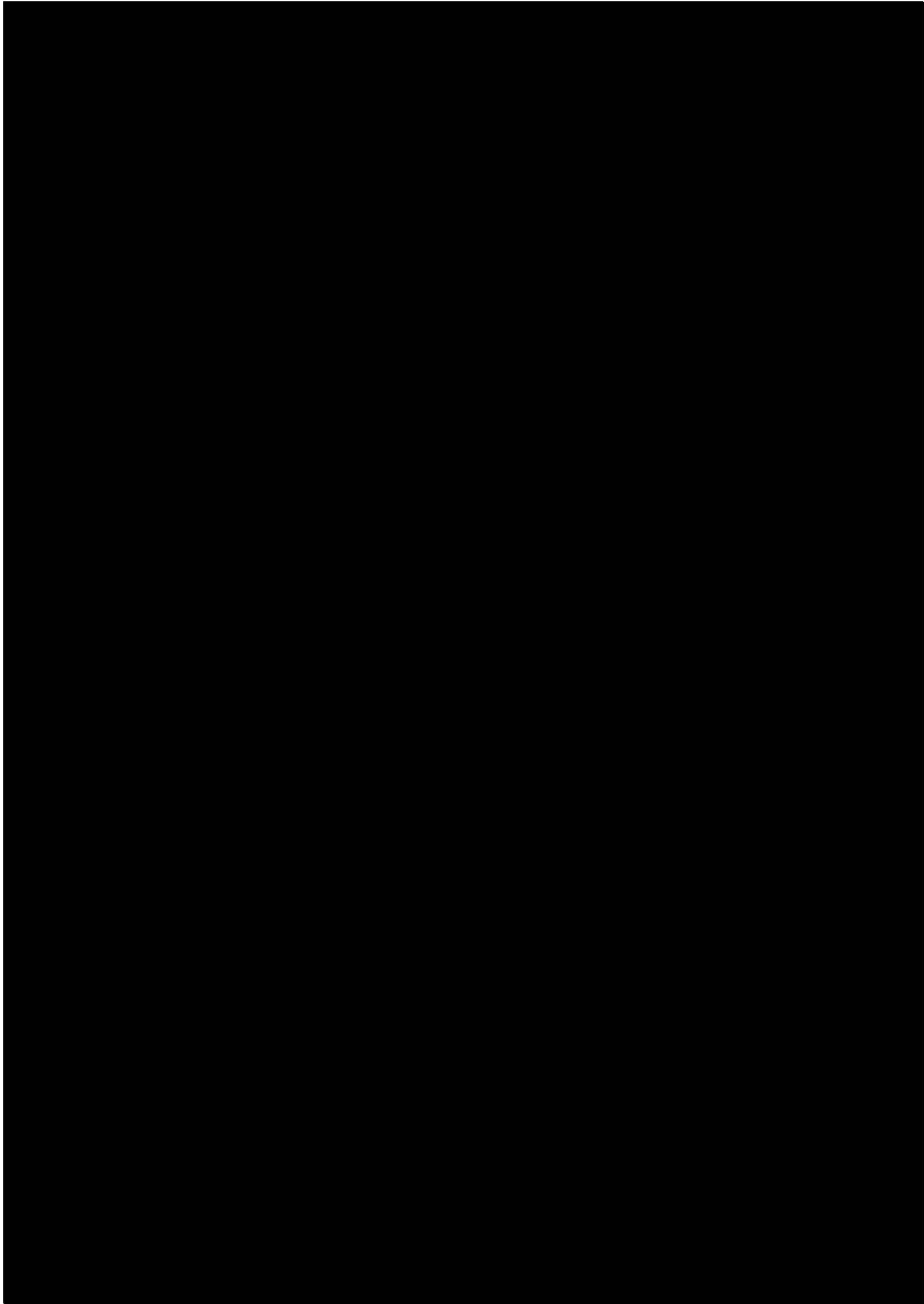


The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data collection and analysis techniques. The results of the study are then presented, followed by a discussion of the findings and their implications. Finally, the paper concludes with a summary of the main points and suggestions for future research.

The research was conducted using a quantitative approach, with data collected from a survey of 100 participants. The survey was designed to measure the levels of various factors related to the research topic. The data was then analyzed using statistical methods to identify patterns and relationships.

The findings of the study indicate that there is a significant relationship between the variables studied. This suggests that the factors being investigated are important in understanding the phenomenon being studied. The results also provide insights into the underlying mechanisms of the relationship.

The implications of the study are discussed in the context of the existing literature. The findings suggest that the research has contributed to the understanding of the topic and may have practical applications. Further research is needed to explore the topic in more depth and to validate the findings.







The first part of the paper discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes. The author argues that a one-size-fits-all approach to education is not only ineffective but also disrespectful to the diverse cultures of our world.

In the second part, the author explores the challenges of conducting research in culturally diverse settings. One major challenge is the language barrier, which can hinder communication between researchers and participants. Another challenge is the lack of standardized measures that can be used across different cultures. The author suggests that researchers should use a variety of methods, including interviews, focus groups, and participant observation, to gather data in a way that is respectful and meaningful to the community.

The third part of the paper discusses the importance of collaboration between researchers and community members. The author argues that research should be a collaborative process, where researchers and community members work together to identify problems and develop solutions. This approach not only leads to more effective research but also empowers the community and promotes social change. The author provides several examples of successful collaborative research projects and discusses the factors that contribute to their success.

In the final part, the author discusses the implications of the research for education. The author argues that the findings of the research should be used to inform policy and practice. This means that educators should be trained to understand and respect the cultural differences of their students. It also means that curriculum should be developed in a way that is relevant and meaningful to the students. The author concludes by emphasizing the need for continued research and collaboration in the field of education.

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The research was conducted using a quantitative approach, with data collected from a survey of 100 participants. The survey was designed to measure the levels of various factors related to the research topic. The data was then analyzed using statistical methods to identify patterns and relationships. The results of the analysis are presented in the following sections.

The findings of the study indicate that there is a significant relationship between the variables studied. This relationship is supported by the statistical analysis, which shows a strong correlation between the two variables. The implications of these findings are discussed in the next section.

In conclusion, the study has shown that the variables studied are closely related. This finding has important implications for the field of research and may lead to further studies in this area. The authors thank the participants for their contribution to the study and the reviewers for their helpful comments.

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The research was conducted using a quantitative approach, with data collected from a large sample of participants. The results show a significant positive correlation between the variables studied, indicating that the hypothesis was supported. The findings have important implications for the field and suggest that further research is needed to explore the underlying mechanisms.

In conclusion, the study provides valuable insights into the relationship between the variables and highlights the need for continued research in this area. The results are consistent with previous findings and offer new perspectives on the topic.





