

CONTRACT FOR THE PROVISION OF PRINT SERVICES

OFFICIAL

CPS PRINT SERVICES

CALL OFF SCHEDULE 17: DATA PROCESSING

1. GENERAL

- 1.1 Without prejudice to the provisions of Clause 34.7 of the Call Off Terms, the Supplier shall comply with any written instructions of the Customer (to the extent such instructions are compliant with Data Protection Legislation) with respect to processing of Personal Data for which the Customer is the Data Controller.
- 1.2 Any such further instructions shall be deemed to be incorporated into this Call Off Schedule 17.

ANNEX 1 - Processing, Personal Data and Data Subjects

Authorised Processing Template

Call Off Contract:	PR 100 2019 Print Services
Date:	14/04/2021
Description Of Authorised Processing	Details
Identity of the Data Controller and Data Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor in accordance with Clause 34.7 of the Call Off Terms.
Subject matter of the processing	The hardware and software provided by the Supplier under this Call Off Contract shall enable the Supplier to process, store, transport or transmit Personal Data for the purpose of delivering the Customer's prosecutorial functions and other business functions determined by statute.
Duration of the processing	Approved as the period: (i) in relation to the relevant Customer Data, from the Operational Service Commencement Date of the Call Off Contract to the expiry or termination (all or part, as applicable) of the Call Off Contract, and until (ii) the fulfilment of Exit Assistance to a Replacement Supplier.
Nature and purposes of the processing	The nature shall include but not be limited to 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 data (whether or not by automated means). The purposes shall be the support and management of: <ul style="list-style-type: none"> • the Customer's prosecution of criminal cases in England and Wales; • the Customer's staff and departmental administration; and • the Customer's accounts and records.
Type of Personal Data	Data, text, drawings, diagrams, images (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including the content of documents that are processed through the Supplier's hardware that may contain but not be limited to: <ul style="list-style-type: none"> • Personal contact details

	<ul style="list-style-type: none"> • Family, lifestyle and social circumstances • Financial records • Employment and education details • Criminal convictions • Physical or mental health details • Racial or ethnic origin • Witness and victim statements • Persons engaged to provide goods or services
<p>Categories of Data Subject</p>	<ul style="list-style-type: none"> • Suspects, defendants, their associates, and witnesses • Customer employees • Complainants and enquirers • Suppliers and service providers • Intermediaries and Support services • Persons working in the criminal justice system • Legal professionals • Civil Servants • Foreign Governments • Contacts at other organisations
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Unless otherwise required by Laws, pursuant to Clause 34.7.4(h) of the Call Off Terms, data may be retained during processing and must be returned to the Customer within one (1) Month of the completion of the processing (or earlier as determined by the relevant case officer), with all copies destroyed within ten (10) Working Days of the data being returned to the Customer; and</p> <p>Data relating to other purposes may be retained during processing and must be returned to the Customer as determined by the Customer Representative in the Requisition detail given to the Supplier. As a minimum, all copies destroyed within thirty (30) days of the data being returned to the Customer.</p>
<p>Third Party Processors</p>	<p>The Customer consents to the following Third Party Processors (for the purposes of sub-Clauses 34.7.4(d) and 34.7.6 of the Call Off Terms):</p> <p>Third Party Processor (1)</p> <p>Genpact (UK) Limited Registered office: 6 Lloyds Avenue, Suite 4cl, London, EC3N 3AX Company number / tax ID number: 04217635 Jurisdiction of processing: UK & Republic of INDIA</p> <p>Purposes of Processing: performance of obligations under this Call Off Contract only, specifically Customer</p>

	<p>queries, account set-up and management, billing, payment and invoicing queries. Data Subject: Customer staff (including its officers and agents) only. Categories of Personal Data: names and contact details (work phone and email addresses) of Customer staff for the above listed purposes only.</p> <p>Third Party Processor (2)</p> <p>EveryonePrint Registered office: Gladsaxevej 384 D, DK-2860 Soeborg, Copenhagen, Denmark Company number / tax ID number: DK27637167 Jurisdiction of processing: Denmark</p> <p>Purposes of Processing: performance of obligations under this Call Off Contract only, specifically Customer queries on behalf of the Supplier. Data Subject: Customer staff (including its officers and agents) only. Categories of Personal Data: names and contact details (work phone and email addresses) of Customer staff for the above listed purposes only.</p> <p>Third Party Processor (3)</p> <p>Swiss Post Solutions Registered office: Parkshot House, 5 Kew Road, Richmond, TW9 2PR Company number / tax ID number: 04482213 Jurisdiction of processing: UK</p> <p>Purposes of Processing: performance of obligations under this Call Off Contract only, specifically Customer queries on behalf of the Supplier. Data Subject: Customer staff (including its officers and agents) only. Categories of Personal Data: names and contact details (work phone and email addresses) of Customer staff for the above listed purposes only.</p>
--	---

ANNEX 2 - Assistance with Data Protection Impact Assessment

1. Where the Customer determines that the processing, taking into account its nature, scope, context and purposes, is likely to result in a high risk to the rights and freedoms of natural persons, the Data Controller shall, prior to the processing, carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (the "Data Protection Impact Assessment").
2. Taking account of the information reasonably available to it, the Supplier shall provide reasonable assistance to the Customer in the preparation of the Data Protection Impact Assessment prior to commencing the processing. Such assistance may, at the discretion of the Customer, include:
 - 2.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 2.2 an assessment of the necessity and proportionality on the processing operations in relation to the Services;
 - 2.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
3. The Customer shall notify the ICO in the event that the Data Protection Impact Assessment indicates that the processing to be carried out under this Call Off Contract would result in a high risk to Data Subjects in the absence of measures taken by the Customer to mitigate the risk.

ANNEX 3 - Data Subject Access Request and Personal Data Breach

For the purposes of this Annex 3 to this Call Off Schedule 17, the requirements for the Supplier to 'notify the Customer' will be met where the Supplier submits information to both the Customer's Contract Manager and the Customer's Data Protection Officer.

1. The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
2. The Supplier shall notify (including providing full details and copies of the relevant complaint, communication or request, as applicable) the Customer without undue delay, and in any event within forty-eight (48) hours if it:
 - 2.1 receives from a Data Subject (or third party on their behalf) in respect of their Personal Data:
 - 2.1.1 a Data Subject Access Request (or purported Data Subject Access Request);
 - 2.1.2 a request to rectify, block or erase any Personal Data; or
 - 2.1.3 any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation.
 - 2.2 receives any ICO correspondence or any other any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Call Off Contract;
 - 2.3 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 Data Protection Legislation; or
 - 2.4 becomes aware of a Personal Data Breach.
3. Taking into account the nature of the processing and the Personal Data, the Supplier shall provide the Customer with assistance by appropriate technical and organisational measures (insofar as this is possible) in relation to the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subject's rights as set out in Chapter III of GDPR.
4. In the event of a request under paragraph 2.1 of Annex 3 to this Call Off Schedule 17, the Supplier shall provide the Customer with:
 - 4.1 where applicable, such assistance as is reasonably requested by the Customer to enable the Customer to comply with the Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation; and
 - 4.2 any Personal Data it holds in relation to a Data Subject.