## **General Data Protection Regulations (GDPR)**

## 1. Data Protection

The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found here.

The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.

## Annex 1: Processing, Personal Data and Data Subjects

(1) The contact details of the Contracting Authority Data Protection Officer are:

The Contracting Authority Data Protection Officer
Department for Business, Energy, and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

- (2) The contact details of the Supplier Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: [To be completed by the Supplier]
- (3) The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.
- (4) Any such further instructions shall be incorporated into this Annex 1.

| Description                      | Details   |
|----------------------------------|---|
| Subject matter of the processing | Names and contact details of those contacted to conduct stakeholder engagement.   |
|                                  | Names, contact details and performance information exchanged during the course of contract management interactions between the Customer and Supplier. |

|   | The Letter of Appointment will also include the names and business contact details of staff of both the Supplier and the Customer involved in managing the Contract.  The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.  |
|---|---|
| Duration of the processing                  | Processing will take place from May 2021 – September 2021 for the duration of the contract.   |
| Nature and purposes of the processing       | The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.  The nature of processing will include the storage and use of names and business contact details of onshore wind developers contacted to arrange field measurements |
| Type of Personal Data                       | Names, telephone numbers, email addresses, business/office location addresses, staff job titles, and contract management information.   |
| Categories of Data Subject                  | Stakeholders (industry and/or academic); and staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within Contract management   |
| Plan for return and destruction of the data | The Supplier will delete the Personal Data and erase it from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of this Contract. The  |

| once the processing is complete  | Supplier will certify to the Customer that it has completed this deletion. |
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| UNLESS requirement<br>under European Union or<br>European member state<br>law to preserve that type of<br>data |  |

## 2. GDPR Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.

Note: The Contracting Authority also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance with regards to compliance.

The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Supplier shall complete and return the questionnaire to the contact named in the Contract on the anniversary of the commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.

