Joint Schedule 11 (Processing Data)

Definitions

1. 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

2. 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. A Party may act as:

    (a)   "Controller" in respect of the other Party who is "Processor";

    (b)   "Processor" in respect of the other Party who is "Controller";

    (c)   "Joint Controller" with the other Party;

    (d)   "Independent Controller" of the Personal Data where there 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

3. 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.

4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

5. 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)   a systematic description of the envisaged Processing and the purpose of the Processing;

    (b)   an assessment of the necessity and proportionality of the Processing in relation to the Services;

(c)   an assessment of the risks to the rights and freedoms of Data Subjects; and

(d)   the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6.   The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

(a)   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 promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

(b)   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:

(i)   nature of the data to be protected;

(ii)   harm that might result from a Data Loss Event;

(iii)   state of technological development; and

(iv)   cost of implementing any measures;

(c)   ensure that :

(i)   the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data)*);

(ii)   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:

(A)   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*);

(B)   are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(C)   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

(D)   have undergone adequate training in the use, care, protection and handling of Personal Data;

(d)   not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i)   the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) 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

(iv) 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

(e) 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.

7. Subject to paragraph 7 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:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

(e) 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

(f) becomes aware of a Personal Data Breach.

8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.

9. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable 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 promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b)   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;

(c)   the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d)   assistance as requested by the Controller following any Personal Data Breach; and/or

(e)   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.

10.   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:

(a)   the Controller determines that the Processing is not occasional;

(b)   the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

(c)   the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

11.   The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

12.   The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

13.   Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

(a)   notify the Controller in writing of the intended Subprocessor and Processing;

(b)   obtain the written consent of the Controller;

(c)   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

(d)   provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

14.   The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

15.   The Relevant Authority may, at any time on not less than 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).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 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.

Annex 1 - Processing Personal Data a) Template

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are:

XXXXXX – redacted under FOIA section 40 – Personal Information

1.2 The contact details of the Supplier's Data Protection Officer are:

XXXXXX – redacted under FOIA section 40 – Personal Information

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	**The Relevant Authority is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: • *To enable site surveys and installation of EV charge points at employees home addresses.*
Duration of the Processing	*26/03/2024 - 31/05/2029*
Nature and purposes of the Processing	*To enable site surveys and installation of EV charge points at employees home addresses.*

Type of Personal Data	*Name, address, telephone number, email address.*
Categories of Data Subject	*Staff members*
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	*All relevant data relating to staff names, home addresses, telephone numbers and email addresses shall be deleted 5 years after contract expiry.*

B) Framework Contract Personal Data Processing

Description	Details
Identity of Controller for each Category of Personal Data	**CCS is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 and for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor of the Personal Data recorded below
Duration of the Processing	Up to 7 years after the expiry or termination of the Framework Contract
Nature and purposes of the Processing	To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract including i. Ensuring effective communication between the Supplier and CSS ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Contract in accordance with Core Terms Clause 15 (Record Keeping and Reporting)
Type of Personal Data	Includes: i. Contact details of, and communications with, CSS staff concerned with management of the Framework Contract ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract, iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract Contact details, and communications with Supplier staff concerned with management of the Framework Contract

Categories of Data Subject	Includes:
	i. CSS staff concerned with management of the Framework Contract
	ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract
	iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract
	Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder