



National Highways Limited

National Highways Consumables Contract 2023_24

Scope

Data Protection

Annex 06

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
01	0	Tender Issue		March 23

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1 DATA PROTECTION (SCHEDULE [A])

1.1 Processing, Personal Data and Data Subjects

This schedule is completed by the *Purchaser*, who may take account of the view of the *Supplier*, however the final decision as to the content of this schedule is the *Purchaser's* and at its absolute discretion.

1. The contact details of the *Purchaser's* Data Protection Officer are obtainable from the Data Protection team available via **Redacted**.

2. The contact details of the *Supplier* Data Protection Officer or nominated lead are as per Contract Data Part 2.

3. The *Supplier* complies with any further instructions issued by the *Purchaser* with respect to the processing of Data.

Any such further instructions are to be incorporated into this table.

Description	Details
Identity of the <i>Purchaser</i> and <i>Supplier</i>	The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Purchaser</i> is the Data Controller and the <i>Supplier</i> is the Processor in accordance with section S 336 (Data Protection) of the Scope.
Subject matter of the processing	The processing of data is required in order to ensure that the <i>Supplier</i> (Data Processor) can effectively deliver the contract deliverables to the <i>Purchaser</i> (Data Controller) as defined within the Scope.
Duration of the processing	For the duration of the Contract.
Nature and purposes of the processing	<p>Personal data shall be provided by the <i>Purchaser</i> to the <i>Supplier</i> for the sole purpose to enable the <i>Supplier</i> to:</p> <ul style="list-style-type: none"> • Create an individual user (or group) account(s) on the suppliers 'IT ordering platform' • Process individual or bulk Consumable & Equipment orders (i.e. the goods) • Despatch & delivery information of all goods ordered and received to a designated address as required by the <i>Purchaser</i>. • To arrange collection of 'goods' at an agreed date for calibration services (as defined within the Scope) as required by the <i>Purchaser</i>. • Collate user data on behalf of the <i>Purchaser</i> relating to order history (including details of

	'goods' ordered, by type and by volumes, identifying trends such as defects, repairs and/or Regional/National or User order patterns etc)
Type of Personal Data	<ul style="list-style-type: none"> • Name • Office Addresses (including depots, outstations and control centres) • Alternative Address, such as home addresses or temporary locations (if applicable) • Telephone Number (i.e. work mobiles) • Email Addresses (i.e. work email accounts) • Cost Centre codes • Organisation grouping data • History of orders (by individual user, by cost centre, by group, by item type, by cost/spend, by volume, by organisation)
Categories of Data Subject	<ul style="list-style-type: none"> • National Highways Staff • Non-National Highways Staff • Traffic Officers • Asset Delivery Colleagues
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	<ul style="list-style-type: none"> • Data will only be used and retained by the <i>Supplier</i> for the sole purpose of the administration of this contract as required by the <i>Purchaser</i>. • Data relating to the ordering history/statistics of the <i>Purchaser</i> shall be returned to the <i>Purchaser</i> by the <i>Supplier</i> on expiry of contract (or at an agreed specified date, whichever is the sooner). • Detail relating to the planned return and destruction of data shall be discussed and formally agreed by both <i>Purchaser</i> and <i>Supplier</i> including what format the data is to be received during the development and formulation of an 'Exit Plan' • The <i>Supplier</i> shall confirm to the <i>Purchaser</i> (in writing) that all data held has been destroyed in accordance to the fulfilment of this contract, and when the contract has expired.