



Schedule 15 - Data Processor Obligations

CHANGE HISTORY

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Part A – Details of Personal Data to be Processed

1 Details of Personal Data to be Processed

1.1 Details of TTL Personal Data to be Processed by the Concessionaire (or any Sub-contractor) as Data Processor in connection with this Agreement and the purposes of such Processing are as follows:

- (a) categories of Data Subject:
 - (i) End Users;
 - (ii) individuals who interact with the Customer Products but do not enter into Customer Contracts; and
 - (iii) *[Insert other categories of Data Subject];*
- (b) types of Personal Data:
 - (i) *[Insert categories of Personal Data]; and*
 - (ii) *[Insert categories of Personal Data]*
- (c) nature and purposes of the Processing and the subject matter of the Processing:
 - (i) collection of certain Personal Data relating to End Users of Public Wi-Fi Services on the rail network and infrastructure operated by, on behalf of, TTL in connection with the provision of the Services under this Agreement; and
 - (ii) disclosure of Personal Data to TTL in connection with its management and oversight of the use of the rail network and infrastructure it operates; and
- (d) the duration of the Processing shall be the Term plus such periods of time beyond the duration of the Term as the Concessionaire is expressly required under the provisions of this Agreement to retain, store or otherwise Process the TTL Personal Data.

Part B - Terms of Processing

1 Terms of Processing

- 1.1 Without prejudice to the generality of Clause 24 (Protection of Personal Data), to the extent the Concessionaire Processes any TTL Data as Data Processor it shall, and shall procure that any Sub-contractor shall:
- (a) Process that TTL Personal Data only in accordance with written instructions from TTL to perform its obligations under this Agreement, or as otherwise required by any laws of any EU member state or the European Union. If it is so required the Concessionaire shall promptly notify TTL before Processing the TTL Personal Data unless prohibited by law;
 - (b) notify TTL without undue delay if it determines or is notified that an instruction to Process TTL Personal Data issued to it by TTL is incompatible with Data Protection Legislation;
 - (c) taking into account the nature of the Processing, notify TTL if it determines or reasonably believes that the Processing of TTL Personal Data to be undertaken by the Concessionaire or any Sub-contractor in accordance with this Agreement presents a specific risk to privacy such that, in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation), a Data Protection Impact Assessment should be undertaken by TTL in respect of such Processing and, where requested to do so, shall provide (and shall procure that the relevant Sub-contractor shall provide) reasonable assistance to TTL in connection with any such Data Protection Impact Assessments conducted by TTL and/or TTL consulting with any Supervisory Authority in respect of such Data Protection Impact Assessment;
 - (d) notify TTL within two (2) Working Days and provide TTL with full details and copies if it, or any Sub-contractor, receives from a Data Subject (or third party on their behalf) any of the following in respect of its Processing of TTL Personal Data:
 - (i) a Subject Access Request (or purported Subject Access Request);
 - (ii) a request to rectify, block or erase any TTL Personal Data; or
 - (iii) any other request, complaint or communication relating to TTL's obligations under Data Protection Legislation,and the Concessionaire shall (and shall procure that each Sub-contractor shall):
 - (iv) not respond to any such complaint, communication or request without TTL's prior written approval;
 - (v) provide TTL with full cooperation and assistance (within the timescales reasonably required by TTL) in relation to any such complaint, communication or request, including by providing:
 - (A) where applicable, such assistance as is reasonably requested by TTL to enable it to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation;

- (B) where applicable, such assistance as is reasonably required by TTL to enable it to comply with a request from a Data Subject to rectify, block or erase any TTL Personal Data; and
 - (C) in so far as possible taking into account the nature of the relevant Processing of TTL Personal Data, technical and organisational measures to assist TTL in fulfilling its obligation to respond to such requests; and
 - (e) when notified in writing by TTL, comply with any agreement between TTL and any Data Subject in relation to any Processing of TTL Personal Data which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any TTL Personal Data.
- 1.2 The Concessionaire shall only share TTL Personal Data with any Sub-contractor, in the event that Sub-contractor shall be processing TTL Personal Data as a sub-processor on behalf of TTL, where:
- (a) the Concessionaire has obtained prior written consent from TTL; and
 - (b) there is a written contract in place between the Concessionaire and the Sub-contractor which requires the Sub-contractor to only Process TTL Personal Data in accordance with TTL's written instructions to the Concessionaire and to comply with the same obligations which the Concessionaire is required to comply with under Paragraph 1.1.

The Concessionaire shall remain fully liable to TTL for the compliance of any Sub-contractors with any of the obligations required to be imposed on the Sub-contractor pursuant to this Paragraph 1.2.

- 1.3 To the extent the Concessionaire or any Sub-contractor is Processing any TTL Personal Data as a data processor on behalf of TTL and the Concessionaire or any Sub-contractor wishes to Process and/or transfer any TTL Personal Data in or to any Restricted Countries, the following provisions shall apply:
- (a) the Concessionaire shall submit a written request to TTL setting out details of the following:
 - (i) the TTL Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - (ii) the Restricted Countries which TTL Personal Data will be transferred to and/or Processed in;
 - (iii) any Sub-contractors or other third parties who will be Processing and/or receiving TTL Personal Data in Restricted Countries;
 - (iv) how the Concessionaire shall ensure an adequate level of protection and adequate safeguards in respect of the TTL Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure TTL's compliance with Data Protection Legislation;

- (b) in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- (c) the Concessionaire shall comply with any instructions and shall carry out such actions as TTL may notify in writing when providing its consent to such Processing or transfers, including:
 - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Agreement or a separate data processing agreement between the Parties; and/or
 - (ii) procuring that any Sub-contractor or other third party who will be Processing and/or receiving or accessing the TTL Personal Data in any Restricted Countries enters into a data processing agreement with the Concessionaire on terms which are equivalent to those agreed between TTL and the Concessionaire in connection with the Processing of TTL Personal Data in (and/or transfer of TTL Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in Paragraph 1.3(c)(i).

1.4 Following termination or expiry of this Agreement, howsoever arising the Concessionaire to the extent it is acting as Data Processor:

- (a) may Process TTL Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under Law (and will then comply with Paragraph 1.4(b));
- (b) subject to Paragraph 1.4(a), shall;
 - (i) on written instructions from TTL either securely destroy or securely and promptly return to TTL or a recipient nominated by TTL (in such usable format as and to the extent TTL may reasonably require) the TTL Personal Data; or
 - (ii) in the absence of instructions from TTL after twelve (12) months from the expiry or termination of this Agreement securely destroy the TTL Personal Data.