

OFFICIAL

APPLICATIONS AND HOSTING SERVICES

CALL OFF SCHEDULE 15

DATA PROTECTION

OFFICIAL**ANNEX 1 - Processing, Personal Data and Data Subjects**

1. The Customer shall comply with any further written instructions with respect to processing by the Customer.
2. Any such further instructions shall be incorporated into this Call Off Schedule.

Data Processing descriptor	Narrative
Subject matter of the processing	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000
Duration of the processing	Approved as the period: <ol style="list-style-type: none"> (i) in relation to the relevant Customer Data, from the Operational Service Commencement Date to the expiry or termination (all or part, as applicable) of the Call Off Contract (ii) the fulfilment of Exit Assistance to Replacement Suppliers.
Nature and purposes of the processing	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000
Type of personal data	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000
Categories of data subjects	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000
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	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

OFFICIAL

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 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 Information Commissioner's office 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.

OFFICIAL

ANNEX 3 - Data Subject Access Request and Personal Data Breach

For the purposes of this Annex 3 of this Call Off Schedule, the requirements for the Supplier to 'notify the Customer' will be met where the Supplier submits information to both the Customer's normal 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 Laws.
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 48 hours if it:
 - 2.1 receives from a Data Subject (or third party on their behalf) in respect of their Personal Data:
 - (a) a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) a request to rectify, block or erase any Personal Data; or
 - (c) any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws.
 - 2.2 receives any Regulator 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 Law; 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 above, 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 Laws; and

OFFICIAL

- 4.2 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject.