

Schedule 10: Personal Data

Part 1: Processing Obligations

This has been reproduced from Appendix 1 to the Specification.

Subject matter of the processing	Processing personal data and special category personal data for the provision of residential care services to service users	
Duration of the processing	As set out in the main body of the agreement	
Nature and purposes of the processing	<p>Processing: the obtaining, recording or holding the information or data or carrying out any operation on the information or data, which include:</p> <ul style="list-style-type: none"> • organisation, adaptation or alteration of the information or data, • retrieval, consultation or use of the information or data, • disclosure of the information or data by transmission, dissemination or otherwise making available, or • alignment, combination, blocking, erasure or destruction of the information or data. <p>Purpose:</p> <ul style="list-style-type: none"> • to safely and effectively deliver the terms of the agreement and Specification, • statutory obligations • employment processing directly linked to service delivery • such other purposes as the Purchaser may notify to the Provider from time to time 	
Type of Personal Data	<ul style="list-style-type: none"> • Health & Care Services ID • Given Names • Preferred Names • Gender • Marital Status • Address • Previous Address • Date of birth • NI number • NHS number • GP • Professional Involvement • Name, age, gender, contact of relationships • Name, age, gender, contact of dependants • Telephone number • Next of Kin • Legal representation • Disability • Languages • Ethnicity 	<ul style="list-style-type: none"> • Images • Health & Medical • Sexuality • Religion • Employment history • Advocates • Financial Agents • Emergency contacts • Power of Attorney • Advanced decisions • Authorised representative • Contextual information for care delivery • Personal preferences • DoLs information • Reviews • Safeguarding Adults meeting minutes • Multi Agency Review minutes • Contact details for people listed in this

Categories of Data

- Service Users

Subject

**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**

As per the agreement

section

- Allergies
- Sensory Impairment

Part 2: Shared Personal Data

These definitions apply in this Part 2 of Schedule 10:

Agreed Purposes: [STATE THE PURPOSES FOR WHICH THE PERSONAL DATA IS TO BE HELD].

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the UK Data Protection Legislation in force at the time.

Data Discloser: a party that discloses Shared Personal Data to the other party.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained European Law version of the General Data Protection Regulation ((EU) 2016/679) and the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party].

Permitted Recipients: the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement, and [ADD ANY OTHER PERMITTED RECIPIENTS].

Shared Personal Data: the personal data to be shared between the parties under paragraph 1.1 of this Part 2 of Schedule 10. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) [type of personal data];
- b) [type of personal data], and
- c) [type of personal data].

1. DATA PROTECTION

1.1 **Shared Personal Data.** This paragraph 1 of Part 2 of Schedule 10 sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this paragraph 1 of Part 2 of Schedule 10 as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

1.2 **Effect of non-compliance with UK Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within thirty (30) Working Days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

1.3 **Particular obligations relating to data sharing.** Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

1.4 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request. Data subjects have a right of access and a right of correction in respect of their personal data which the Service Provider holds about them, in accordance with Data Protection Legislation and the Service Provider shall be the contact point for data subjects wishing to exercise their rights in respect of personal data held about them in connection with the delivery of the Services;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;

- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 1 of Part 2 of Schedule 10 [and allow for audits by the other party or the other party's designated auditor]; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

1.5 **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this paragraph 1.5 of Part 2 of Schedule 10 shall be subject to the limits set out in clause 32 (Limitation of liability) of this agreement.

