

Microlink PC (UK) Limited ("Microlink")

Additional Terms And Conditions

G-Cloud 15 Services

- 1.** Microlink's services are provided via a dedicated Customer Portal. That Portal has a specific set of terms outlined within the Privacy Policy attached as Appendix 1
- 2.** The terms of the G-Cloud Call-Off document will apply to the provision of Services (as defined in each Call-Off) SUBJECT to the following amendments and/or clarifications:
 - a.** Where in any pricing document or mechanism there is reference to an FTE (Full Time Equivalent) person, this will not necessarily be an identifiable individual, but a combination of individuals providing work output equivalent to one individual.
 - b.** The way in which the Services are delivered does not attach any one or more individuals to the performance of the Services for a majority of their working time. Microlink takes the view therefore that the Transfer of Undertakings (Protection of Employment) Regulations 2006 will not apply to any contract under this framework. Any Exit Plan will not provide for the transfer of any Microlink employees and their associated skills to the Buyer or any successor to provision of the Services.
 - c.** For the majority of its Services delivered to the employees of a Buyer, the Microlink Customer Portal will operate to obtain personal data and special category data directly from the data subject. In relation to that personal data Microlink acts as a Data Controller. Joint Schedule 10 of the Call-Off Contract shall be completed accordingly - on the basis "The Parties are Independent Controllers of Personal Data". Where the data subject consents, personal data may be shared with the Buyer on a Controller-to-Controller basis, but the parties will NOT be Joint Data Controllers. The terms of the Controller to Controller Data Agreement are attached as Appendix 2 and shall be incorporated into Joint Schedule 10 of the Call-Off.

Appendix 1

Privacy Policy

This policy relates to the privacy practices of the Microlink Customer Portal ("the Portal") within Microsoft Azure. Other sites run by Microlink PC (UK) Limited ("Microlink") may carry their own privacy policy and/or provide additional information relating to those activities.

1) General statement

Microlink fully respects your right to privacy and actively seeks to preserve the privacy rights of those who share personal information (also known as personal data) through the App.

2) How we use your personal data and our legal basis for this

- a) On some parts of the website, you may volunteer personal information (for example by using our online forms, applying for a service, registering to use certain website platforms etc.). Microlink principally uses your information under the legal basis of consent. As this information is provided on the basis of consent, you are free to withdraw your consent at any time. Microlink may also process your information under the legal basis of contract whereby the processing is necessary for a contract you have with us, or because you have asked us to take specific steps before entering into a contract).
- b) We also collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our webmasters. This allows us to ensure that content from our site is presented in the most effective manner for you and for your computer. The use of your personal information in the above ways is necessary for the legitimate interests of Microlink in operating and improving its services, analysing their use, and ensuring their security. For more information please review our [cookie policy](#).
- c) Any personal information processed by Microlink in connection with these websites will be treated in accordance with the General Data Protection Regulation and the Data Protection Acts 1998 to 2018. Accordingly, Microlink shall only process such information in line with the purpose for which you provided it to the extent necessary to provide you with the information or service you require.
- d) Microlink shall not disclose your information to third parties unless you are specifically informed otherwise or we require a third party contractors to process the information on our behalf (in which case Microlink requires these third parties to comply with its instructions and we require that they do not use your personal information for their own business purposes, unless you have explicitly consented to the use of your personal information in this way).

3) How long we will keep your data

In keeping with the data protection principles, we will only store your usage data for as long as is necessary for the purposes for which it was submitted to Microlink and in accordance with Microlink's Records Management Policy and records retention schedules.

4) Cross-border data transfers

We may work with third party contractors, some of whom operate and host data outside the UK or the European Economic Area (EEA). Accordingly, in the course of

processing your personal data, it may be transferred outside of the EEA on the understanding that we rely on legally approved mechanisms to lawfully transfer data across borders including the Standard Contractual Clauses approved by the Information Commissioner's Office ("the ICO") in the UK, and the European Commission.

5) Links

- a) Microlink is not responsible for the content or privacy practices of other websites. The privacy practices on these websites may differ from that on Microlink's websites, and we advise that you review the other websites' policies before providing personal information.
- b) Within Microlink domain (.southampton.ac.uk) you may find websites over which Microlink has no editorial responsibility. Such sites can include the websites of student organisations, etc.

6) Your Rights

- You have various rights under data protection law, subject to certain exemptions, in connection with our processing of your personal data, including the right:
 - to find out if we use your personal data, access your personal data and receive copies of your personal data;
 - to have inaccurate/incomplete information corrected and updated;
 - in certain circumstances, to have your details deleted from systems that we use to process your personal data or have the use of your personal data restricted in certain ways;
 - to object to certain processing of your data by UCC;
 - to exercise your right to data portability where applicable (i.e. obtain a copy of your personal data in a commonly used electronic form;
 - where we have relied upon consent as a lawful basis for processing, to withdraw your consent to the processing at any time;
 - to not be subject to solely automated decision;
 - to request that we stop sending you direct marketing communications.
 - If you wish to avail of these rights, please write to: The Data Protection Officer Microlink PC (UK) Limited Microlink House Brickfield Lane Chandlers Fors SO53 4DP(or email dpo@microlinkpc.com).
- a) In order to protect your privacy, you may also be asked to provide suitable proof of identification. If any of your details are incorrect please let us know and we will amend them.

7) Queries or Complaints

- If you have any complaints in connection with our processing of your personal data, you can contact Microlink's Data Protection Officer at Microlink PC (UK) Limited Microlink House Brickfield Lane Chandlers Fors SO53 4DP(or email dpo@microlinkpc.com).
- a)
- b) You also have the right to lodge a complaint with the ICO if you are unhappy with our processing of your personal data. Details of how to lodge a complaint can be found on the ICO's website (www.ico.gov.uk), or by telephoning .

8) Revisions to Privacy Statement

Microlink may revise this privacy statement from time to time. Changes to this privacy statement will be posted here so you should periodically check this page to review the most recent statement. If you have any questions about this privacy

statement or the practices of Microlink's websites should be referred to the Data Protection Officer at the address set out above.

APPENDIX 2

PERSONAL DATA PROTECTION

1. INFORMATION SECURITY

- 1.1 For the purpose of this Schedule, " Systems Information Security Requirements" means: any information security requirements set out in an Implementation Plan which has been agreed by the Buyer pursuant to the Agreement and is appended to this Schedule.
- 1.2 **[insert any other additional information security requirements]**
- 1.3 Notwithstanding the terms of the Agreement or this Schedule, Microlink acknowledges that it is responsible for determining the appropriateness of the technical and organisational measures it implements and maintains taking into account the risks that are presented from Microlink's use, access, collection and/or storage of the Buyer Information and shall implement such additional technical and organisational measures as are appropriate to secure the Buyer Information.

2. PERSONAL DATA PROTECTION

2.1 Definitions

- 2.1.1 In this Schedule, the following words and expressions shall have the meanings ascribed to them below:

- a) "Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with either the Buyer or Microlink (as the context allows), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- b) "Authorised Subprocessors" means: (a) those Subprocessors set out in Annex 2 (Authorised Subprocessors); and (b) any additional Subprocessors consented to in writing by the Buyer in accordance with paragraph 2.6.7;
- c) "Business Card Data" means the personal data comprising the contact names, email address, postal address and/or telephone number of any employee of either party
- d) "Buyer's Personal Data" means any (a) Business Card Data of which the Buyer is the Data Controller and (b) in any instance where Microlink is appointed as a Processor to the Buyer, Personal Data that is Processed, to be Processed, or which has at any time been Processed, by Microlink: (i) on behalf of or in relation to the Buyer; or (ii) on behalf of or in relation to any prospective, current or former employee or independent contractor of the Buyer; or (iii) otherwise Processed by Microlink, in each case pursuant to or in connection with the Agreement.
- e) "Commissioner" means the UK Information Commissioner's Office and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws;
- f) "Data Protection Laws" means applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR and the DPA 2018;
- g) "DPA 2018" means the Data Protection Act 2018;
- h) "Permitted Purpose" means, where applicable, the permitted purposes and location for Processing the Buyer's Personal Data and/or the Shared Personal Data as set out in Annex 3;

- i) "Reporting Requirements" means the meeting and management information required by the Buyer and more specifically set out in Annex 3;
 - j) "Restricted Transfer" means:
 - (i) a transfer of the Buyer's and/or its Affiliates' Personal Data and/or the Shared Personal Data to Microlink or its Affiliates or Subprocessor; or
 - (ii) an onward transfer of the Buyer's and/or its Affiliates' Personal Data and/or the Shared Personal Data by Microlink, its Affiliates or Subprocessors;
 in each case, where such transfer would be outside of the UK;
 - k) "Shared Personal Data" means the Personal Data collected or to be collected by Microlink and subsequently shared between the parties where each acts as an independent Controller pursuant to clause 2.5.2 of this Schedule;
 - l) "Standard Contractual Clauses" means, as the context requires: (i) the standard contractual clauses as may be revised or updated from time to time by the European Commission or (ii) such standard data protection clauses as applicable under Data Protection Laws;
 - m) "Subprocessor" means any Processor (including any Third Party and any Affiliate of the Supplier) appointed by Microlink to Process Personal Data on its behalf in connection with the Agreement;
 - n) "Supplier's Personal Data" means any Business Card Data of which Microlink is the Data Controller that is Processed, to be Processed, or which has at any time been Processed, by the Buyer: (i) on behalf of or in relation to Microlink; or (ii) on behalf of or in relation to any prospective, current or former employee or independent contractor of Microlink; or, in each case pursuant to or in connection with the Agreement.
 - o) "Third Party" means any third party who is not (i) an Affiliate or Authorised Subprocessor of Microlink and/or (ii) an Affiliate of the Buyer;
 - p) "UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.
- 2.1.2 The terms "Controller", "Processor", "Data Subject" and "Special Categories of Personal Data" shall have the same meaning as described in the Data Protection Laws.
- 2.1.3 All other capitalised expressions shall have the meaning ascribed to them in the Agreement.
- 2.2 Authorisation to Process Buyer's Personal Data**
- 2.2.1 The Buyer hereby authorises Microlink to Process Buyer's Personal Data in accordance with, and to the extent permitted by, this Schedule solely as necessary for Microlink to perform its obligations under the Agreement.
- 2.2.2 In performing their respective obligations under the Agreement, the parties shall at all times comply with applicable Data Protection Laws in respect of their Processing of Personal Data.
- 2.3 Security**
- 2.3.1 Microlink shall:
- a) take all measures required pursuant to Article 32 of the UK GDPR to ensure the security of Processing of the Buyer's Personal Data and the Shared Personal Data, including each of the technical and organisational measures set out in the applicable Systems Information Security Requirements;

- b) in assessing the appropriate level of security, take account of the risks that are presented by Processing the Buyer's Personal Data and the Shared Personal Data and, in particular, the risks of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Buyer's Personal Data and the Shared Personal Data; and
- c) take reasonable steps to ensure the reliability of any personnel who may have access to the Buyer's Personal Data and the Shared Personal Data and shall ensure that: (i) all such personnel are informed of the confidential nature of the Buyer's Personal Data and Shared Personal Data, are aware of Microlink's obligations under this Schedule in relation to such data, and have undertaken appropriate training in relation to the requirements of Data Protection Laws; and (ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

2.4 Incident Reporting

- 2.4.1 Upon becoming aware of, or reasonably suspecting, an Information Security Incident relating to the Buyer's Personal Data (in instances where Microlink is appointed as a Processor to the Buyer)) , Microlink shall without undue delay (but, in any event, within twenty-four (24) hours) notify the Buyer (and each relevant Affiliate) in accordance with the Systems Information Security Requirements.
- 2.4.2 Upon becoming aware of, or reasonably suspecting, an Information Security Incident relating to the Shared Personal Data, each Party shall where, acting reasonably, they deem it necessary and/or appropriate to, notify the other (and each relevant Affiliate) including in accordance with Data Protection Laws (as appropriate).

2.5 Processing of Shared Personal Data by the Parties acting as Independent Controllers

- 2.5.1 The parties agree that in respect of the Shared Personal Data they each act as separate and independent Controllers in accordance with this clause 2.5.
- 2.5.2 The parties agree only to Process Shared Personal Data for the Permitted Purpose as described in this Schedule and as set out in Annex 3 together with any access and processing restrictions as agreed and established by the parties.
- 2.5.3 Each party shall ensure that it has legitimate grounds under the Data Protection Laws for the Processing of Shared Personal Data and where Microlink's legitimate ground relied on is consent, an example of the Data Subject's consent form is attached in Annex 3.
- 2.5.4 Where each party is processing the Shared Data as a Controller, it shall, and shall procure that its Affiliates shall:
 - a) not Process the Shared Data in a way that is irrelevant, excessive and/or incompatible with the Permitted Purpose;
 - b) not Process the Shared Personal Data for longer than is necessary to carry out the Permitted Purposes (other than to comply with a legal requirement to which Microlink is subject);
 - c) ensure that a notice has been made available to the relevant Data Subject containing all information required by Articles 12-14 of the UK GDPR and any other requirements of Data Protection Laws, including a statement that the Shared Personal Data will be disclosed to the relevant recipients and processed for the Permitted Purposes; and
 - d) co-operate with each other (and its Affiliates), to the extent reasonably requested, in relation to:
 - (i) any notifications to the Commissioner or to Data Subjects which are required following an Information Security Incident;

- (ii) any requests from a Data Subject in respect of the Data Subject's rights under any Data Protection Laws in respect of the Shared Data; and
 - (iii) any communication from the Commissioner concerning the processing of Shared Data, or compliance with Data Protection Laws.
- (e) comply with the Reporting Requirements and provide the Buyer with the information as set out in Annex 3;
 - (f) maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the Buyer upon request; and
 - (g) undertake and maintain any data protection impact assessment and/or transfer impact assessment in respect of the Shared Personal Data and make a copy available to the Buyer on request;
 - (h) not Process the Shared Personal Data including for the purposes of solely automated decision making producing legal effects or similarly significant effects, or otherwise in a way that is incompatible with the purposes described in this Schedule;
 - (i) ensure that its staff members are appropriately trained to handle and process the Buyer's Personal Data and the Shared Personal Data in accordance with the Systems Information Security Requirements together with any other applicable Data Protection Laws and guidance and have entered into confidentiality agreements relating to the Processing of Personal Data.

2.5.5 Microlink warrants and undertakes that:

- (a) where it is entitled to provide the Shared Personal Data to Buyer and it will ensure that the Shared Personal Data is accurate;
- (b) any Data Subject's explicit consent is obtained in accordance with Data Protection Laws; and
- (c) where applicable, maintain registration and/or pay the appropriate fees with the Information Commissioner and any relevant Supervisory Authority to process the Buyer's Personal Data and all Shared Personal Data for the Permitted Purpose.

2.6 Processing of Buyer's Personal Data by Supplier acting as a Processor

Where Microlink is processing Buyer's Personal Data as a Processor, and the Buyer or its Affiliate(s) is the Controller, the provisions set out in this paragraph 2.6 shall apply.

Scope of Processing of Personal Data

2.6.1 The Buyer hereby appoints Microlink as a Processor in relation to the Processing of Buyer's Personal Data and instructs Microlink (and authorises Microlink to instruct each Subprocessor) to:

- a) Process the Buyer's Personal Data in accordance with this Schedule; and
- b) subject to paragraphs 2.6.7 (Subprocessors) and 2.7 (Restricted Transfers of Personal Data), transfer the Personal Data to any country or territory,

solely as reasonably necessary for the provision of the Services and consistent with the Agreement.

2.6.2 Annex 1 to this Schedule sets out the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subject as required by Article 28(3) of the UK GDPR or equivalent provisions of any Data Protection Laws and

the location of the Processing. The Buyer may make reasonable amendments to Annex 1 by written notice to Microlink from time to time as the Buyer reasonably considers necessary to meet those requirements. As between the parties, nothing in Annex 1 (including as amended pursuant to this paragraph 2.6.2) confers any right or imposes any obligation on either party.

2.6.3 Microlink shall:

- a) not Process the Buyer's Personal Data other than on the Buyer's documented instructions (whether in the Agreement or otherwise) unless Processing is required by applicable laws to which Microlink is subject, in which case Microlink shall: (i) to the extent permitted by applicable laws inform the Buyer of that legal requirement before the relevant Processing of that Personal Data; (ii) retain that Personal Data only to the extent, and for such period, as required by applicable laws provided always that Microlink shall ensure the security and confidentiality of all such Buyer Personal Data and (iii) ensure that such Buyer Personal Data is only used as necessary for the purpose(s) specified in the applicable law and for no other purpose;
- b) hold the Buyer's Personal Data in such a manner that it is capable of being distinguished from other data or information Processed by Microlink;
- c) not disclose the Buyer's Personal Data to any Third Party without first obtaining the Buyer's prior written consent, unless disclosure is required by applicable laws to which Microlink is subject, in which case Microlink shall to the extent permitted by such law inform the Buyer of that legal requirement, inform the Buyer of the Buyer's Personal Data to be disclosed and consider any comments made by the Buyer before disclosing the Buyer's Personal Data.

Data Subject Rights

2.6.4 Microlink shall promptly notify the Buyer (and in any case within 3 business days) if it receives a request from a Data Subject (and provide a copy of the same) under any Data Protection Laws in respect of the Buyer's Personal Data.

2.6.5 Microlink shall co-operate as requested by the Buyer to enable the Buyer to (i) comply with any exercise of rights by a Data Subject under any Data Protection Laws in respect of the Buyer's Personal Data and (ii) comply with any assessment, enquiry, notice or investigation under any Data Protection Laws in respect of the Buyer's Personal Data, which shall include:

- a) the provision of all data requested by the Buyer within any reasonable timescale specified by the Buyer in each case, including full details and copies of the complaint, communication or request and any Personal Data it holds in relation to a Data Subject;
- b) where applicable, providing such assistance as is reasonably requested by the Buyer to enable the Buyer to comply with the relevant request within the timescales prescribed by the Data Protection Laws; and
- c) taking into account the nature of the Processing, Supplier shall assist the Buyer by implementing and maintaining appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Buyer's obligation (as Controller in each case) to respond to requests for exercising Data Subject rights under the Data Protection Laws.

Data Protection Impact Assessment and Prior Consultation

2.6.6 Microlink shall provide reasonable assistance to the Buyer with:

- a) any data protection impact assessments which are required under Article 35 UK GDPR or equivalent provisions of any Data Protection Laws; and

- b) with any prior consultations to the Commissioner or any supervisory authority of the Buyer or any of its Affiliates which are required under Article 36 UK GDPR or equivalent provisions of any Data Protection Laws,

in each case solely in relation to Processing of the Buyer's Personal Data by Microlink or any Subprocessor, and taking into account the nature of the Processing and information available to Microlink.

Subprocessing

2.6.7 Microlink shall not authorise any Third Party or an Authorised Subprocessor to Process the Buyer's Personal Data other than with the prior written consent of the Buyer, which the Buyer may refuse in its absolute discretion, and in each case subject to Microlink:

- a) providing the Buyer with full details of the Processing (including but not limited to the types of Buyer Personal Data) to be undertaken by each Subprocessor;
- b) carrying out adequate due diligence on each Subprocessor to ensure that it is capable of providing the level of protection for the Buyer's Personal Data as is required by this Schedule including, without limitation, sufficient guarantees to implement and maintain appropriate technical and organisational measures in such a manner that Processing will meet the requirements of the UK GDPR or equivalent provisions of any Data Protection Laws and this Schedule and provide evidence of such due diligence to the Buyer where requested by the Buyer or the Commissioner;
- c) including terms in the contract between Microlink and each Subprocessor which offer at least the same level of protection for the Buyer's Personal Data as those set out in this Agreement. Upon request, Microlink shall provide a copy of its agreements with Subprocessors to the Buyer (which may be redacted to remove confidential commercial information not relevant to the requirements of this Schedule);
- d) if the arrangement involves a Restricted Transfer, ensuring that the Restricted Transfer complies with Data Protection Laws; and
- e) remain fully liable to the Buyer for any failure by each Subprocessor to fulfil its obligations in relation to the Processing of the Buyer's Personal Data.

2.6.8 As at the date of this Schedule and subject to paragraph 2.6.7 above, the Buyer hereby authorises Microlink to engage those Subprocessors set out in Annex 2 (Authorised Subprocessors).

2.7 Restricted Transfers of Personal Data

2.7.1 Microlink warrants (i) that the Buyer's Personal Data and the Shared Personal Data will be Processed only in the UK and (ii) that no Restricted Transfer is required to be made, or will be requested by Supplier, in order for Microlink to provide the Service in accordance with the terms of the Agreement, unless:

- a) specified in an Annex to this Schedule; or
- b) Microlink has notified the Buyer in writing, such notice to include the following sentence:
"For the purposes of facilitating compliance with (i) Data Protection Laws and (ii) the Agreement between the Buyer and Microlink, Microlink is required to:
 - (i) give the Buyer written notice if Microlink wishes to make a "Restricted Transfer" (as defined in the Agreement);
 - (ii) to seek the Buyer's written consent to do so; and
 - (iii) to agree the terms on which such Restricted Transfer shall be made"; and

obtained written consent from the Buyer to permit Microlink making any Restricted Transfer;

and, in the case of both (a) and (b) above,

- c) taken such measures as are required to ensure at all times that any Restricted Transfer complies with Data Protection Laws and this Schedule including measures the Buyer may reasonably specify to ensure such compliance.

2.8 Third party rights

2.8.1 Except: (a) to the extent set out in the Standard Contractual Clauses; and (b) in respect of an Affiliate of the Buyer who may enforce any term of this Schedule which is expressly or implicitly intended to benefit it, a person who is not a party to this Schedule shall have no right to enforce any term of this Schedule.

2.8.2 The rights of the parties to rescind or vary this Schedule are not subject to the consent of any other person.

ANNEX 1: PERSONAL INFORMATION

This Annex 1 includes certain details of the Processing of the Personal Data as required by Article 28(3) UK GDPR or equivalent provisions of any Data Protection Laws.

Subject matter and duration of the Processing of the Personal Data

The subject matter and duration of the Processing of the Personal Data are set out in the Agreement and/or this Schedule.

The nature and purpose of the Processing of the Personal Data

The making of Workplace Adjustments

The types of the Personal Data to be Processed

- Name
- Employee no
- Job title
- Employee practice group
- Employee location
- Work address
- Work telephone number
- Mobile no.
- Sickness Absence
- Work email
- Working pattern
- Line manager name
- Line manager telephone number
- Line manager email address
- Contact Notes

Special categories of data (if appropriate)

- ***Disability/health condition detail, including but not limited to medical records and report.***

The categories of Data Subject to whom the Personal Data relates

Employees of the Buyer

The obligations and rights of the Buyer and its Affiliates

The obligations and rights of the Buyer and its Affiliates are set out in the Agreement and/or this Schedule.

Location Where Processing Occurs

United Kingdom

ANNEX 2: AUTHORISED SUBPROCESSORS

The Authorised Subprocessors as at the date of the Schedule, if any, are listed in the table below:

Registered Name and Address of Subprocessor Legal Entity	Location where Processing Occurs	Details of Processing/Subprocessing

ANNEX 3: PERMITTED PURPOSES WHERE MICROLINK IS A DATA CONTROLLER

Microlink may Process the Shared Personal Data as a Data Controller for the following Permitted Purpose:
As required to perform its obligations under the Agreement.

The capture of the following is required in order to recommend solutions to reasonable adjustments for employees that have been referred to Microlink directly:

- The capture of employee personal details
- The capture of employee requirements to execute their daily activities
- The capture of 3rd party recommendations to address employee requirements to execute their daily activities

Location Where Processing Occurs:

Supplier: In the United Kingdom

Authorised Sub-processors:

The Authorised Subprocessors as at the date of the Schedule, if any, are listed below :

Registered Name and Address of Subprocessor Legal Entity	Location where Processing Occurs	Details of Processing/Subprocessing

Access and Processing Restrictions:

Governance Arrangements:

Each party shall appoint a single point of contact (SPoC) who will manage the requirements of this Schedule, triage and work collaboratively to resolve any issues arising from the Shared Personal Data and the Permitted Purpose.

The points of contact for each of the parties are:

Buyer SPoC	
Supplier SPoC	

Data Subject Rights Processes:

Where a party receives a request by any Data Subject to exercise any of their rights under the Data Protection Laws in relation to the Shared Personal Data provided to it by the other party pursuant to the Framework Agreement ("Request Recipient"):

- (a) the other party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- (b) where the request or correspondence is directed to the other party and/or relates to that other party's Processing of the Shared Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Laws.