



# **CAPITA DATA MANAGEMENT WITH PHONE APPNED & VALIDATION**

Terms and Conditions

G-Cloud 15



## DATA PROTECTION PROVISIONS

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context requires otherwise, the following expressions shall have the following meanings:

**Client Data** means any personal data which is transmitted by or on behalf of the Client to, or is otherwise processed by, Capita under this Agreement or which is generated under this Agreement;

**Data Protection Legislation** means all applicable data protection and privacy legislation in force in the United Kingdom including, without limitation, the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (each as amended from time to time), and where applicable the EU GDPR (the General Data Protection Regulation ((EU) 2016/679)). Within this Agreement the terms **Controller**, **Data Subject**, **Personal Data**, **Personal Data Breach**, **Process** (and **Processed** to be construed accordingly) **Processor** and **Sub-Processor** shall have the same meanings as in the Data Protection Legislation;

### 2 DATA PROTECTION

- 2.1 The parties acknowledge that in relation to any Client Data, the Client is a Controller and Capita is a Processor.
- 2.2 The parties acknowledge their respective obligations under the Data Protection Legislation and shall give each other such assistance as is reasonable to enable each other to comply with such obligations.
- 2.3 The Client warrants, represents and undertakes to Capita that it has lawful grounds for processing Client Data.
- 2.4 Capita will perform those Processing activities set out in a Work Order in relation to Client Data as part of the Services. Where Capita processes Client Data under or in connection with this Agreement it shall:
- 2.4.1 save as required otherwise by law, only process such Client Data as is necessary to perform its obligations under this Agreement, and only in accordance with the Client's documented instructions;
  - 2.4.2 put in place appropriate technical and organisational measures to meet its own obligations under the Data Protection Legislation;
  - 2.4.3 ensure Capita staff who will have access to Client Data are subject to appropriate confidentiality obligations;

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- 2.4.4 be entitled to engage Sub-Processors to process Client Data subject to Capita ensuring that equivalent requirements to those set out in this clause are imposed on any Sub-Processor(s), Capita remaining fully liable to the Client for the performance of the Sub-Processor's obligations and where applicable, providing to the Client reasonable prior notice of any addition, removal or replacement of any such Sub-Processors;
  - 2.4.5 not process or transfer Client Data outside the European Economic Area without the prior written consent of the Client;
  - 2.4.6 have in place the appropriate technical and organisational security measures to protect the Client Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;
  - 2.4.7 notify the Client without undue delay after becoming aware of any Personal Data breach involving Client Data, taking into account the nature of processing and the information available to Capita;
  - 2.4.8 take appropriate technical and organisational measures, insofar as is possible, to assist the Client in responding to requests of Data Subjects for access to or rectification, erasure or portability of Client Data or for restriction of processing or objections to processing of Client Data (but Capita will not itself respond to any such data subject request except on written instructions from the Client). Furthermore Capita will, upon the request of the Client, provide assistance to the Client relating to the Client's security; impact assessment; data breach reporting requirements; and data protection or data privacy authority consultation obligations under the Data Protection Legislation taking into account the information available to Capita;
  - 2.4.9 make available to the Client such information as the Client reasonably requests and Capita is reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by the Client (or the Client's appointed auditors), as is necessary to demonstrate Capita's compliance with the Data Protection Legislation. The Client will give reasonable notice of any audit and will be fully liable for any associated costs (including those of Capita); and
  - 2.4.10 save as may be required or permitted by law, at the Client's cost and option either delete or return the Client Data to the Client on expiry or termination of this Agreement, provided always that nothing in this clause shall oblige Capita to provide assistance which does not relate directly to the Services performed pursuant to this Agreement.
- 2.5 Capita shall inform the Client in writing if, in Capita's opinion, an instruction from the Client infringes the Data Protection Legislation. However, the Client acknowledges that any information Capita provides is not legal advice or guidance in anyway whatsoever, and that Capita makes no warranty or representation regarding the information (express or implied).

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- 2.6 Capita agrees to indemnify and keep indemnified and defend at its own expense the Client against all costs, claims, damages or expenses (including reasonable legal fees) incurred by the Client or for which the Client may become liable due to any failure by Capita to comply with any of its obligations under this Clause 2 (Data Protection).

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## DATA MANAGEMENT WITH PHONE APPNED & VALIDATION PROCESSING ACTIVITIES

|                                               |                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject-matter and duration of the Processing | Client Data to be processed for the purposes of tracing and mortality screening for the Work Order Term and thereafter to be stored for as long as is necessary to ensure compliance with statutory or regulatory retention obligations.                                        |
|                                               |                                                                                                                                                                                                                                                                                 |
| Nature and purpose of the Processing          | Provision of the Services provided pursuant to this Work Order                                                                                                                                                                                                                  |
| Type of Personal Data                         | <p>May include:</p> <p>Address (including full postcode)</p> <p>Date of birth</p> <p>Email address</p> <p>Employment status and details</p> <p>Gender</p> <p>Name (inc maiden name)</p> <p>National Insurance number</p> <p>Phone number</p> <p>Policy number or equivalent</p> |
| Categories of Data Subjects                   | Actual and potential customers of Client (including policyholders), pension scheme members and their third party beneficiaries or next of kin                                                                                                                                   |
| Controller's rights and obligations           | As set out in the Work Order (as may be varied or amended from time to time by the parties in writing) and in addition its                                                                                                                                                      |

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|  | obligations are prescribed under the Data Protection Legislation. |
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