

SCHEDULE 4

Requirements of the UK GDPR

Part 1

Carrying out the Purposes will require the processing of Personal Data on our behalf. We will be the Data Controller and the table below provides details of the permitted processing to be undertaken in carrying out the Purposes.

You must comply with any further written instructions from us in respect of processing on our behalf. Any such further instructions shall be incorporated into the table:

Description	Detail
Legal Basis for Processing	The collection and processing of this data is necessary to perform a public task (i.e. exercising our official authority to undertake the core role and functions of the Welsh Government). This enables the operation of, and to provide information which will help the Welsh Ministers to make decisions relating to the development of the policy in relation to wellbeing support for children and young people, which is being delivered to improve economic and social well-being in Wales, in accordance with section 60 of the Government of Wales Act 2006.
Subject Matter Of The Processing	You will process the data for the participants you deliver Winter of Wellbeing provision for.
Duration of the Processing	You will process the data of applicants from 1 October 2021 to end of 30 April 2022. The personal data (prescribed below) should be passed to the Welsh Government (or appointed independent evaluators contracted to undertake the evaluation on behalf of Welsh Ministers) as soon as possible and no later than 30 April 2022.
Location of Processing	The data must be processed within the United Kingdom and must not be transferred outside the UK unless it is in accordance with Condition 2.6.6.
Nature of the Processing	As the data processors you or your providers must collect, check, record and store the data outlined in this document. (Schedule 4). You must also disclose this

	<p>data to the Welsh Government (or Welsh Government appointed independent evaluators) through secure means and under strict controls.</p> <p>This is for the purposes of an independent evaluation of the efficiency, effectiveness and impact of the Winter of Wellbeing. Where this dissemination includes data which could be used to identify individuals this will be approved and controlled by an appropriate Welsh Government data access agreement which will:</p> <ul style="list-style-type: none"> • Ensure secure transfer, storage and eventual destruction of the data; • Limit the use to the specific requirement identified and only allow the data to be stored for the duration of the research project; • Anonymise any data collected through research tools at the earliest opportunity
<p>Purposes of the Processing</p>	<ul style="list-style-type: none"> • The purpose of you undertaking these activities as a data processor is to measure how well Welsh Government and our partners are delivering their services to children and young people; • to support improvements to these services; • to support wider research into the provision of services to children and young people (age 0 to 25 years old); • to link data from this form to other data sources for the purpose of evaluating the impact of the project on the individuals who take part; • Evaluate the impact of the project on providers.
<p>Type of Personal Data to be Processed</p>	<p>You will process data containing the following information.</p> <p>You or your providers will pass the data to the Welsh Government (or appointed independent evaluators), as specified, ONLY of children and young people who participate in the Winter of Wellbeing.</p> <p>The personal data shared with Welsh Government (or appointed independent</p>

	<p>evaluators) will be the following identifiable information:</p> <ul style="list-style-type: none"> • Name • Address • Date of Birth • Email address • Telephone number. <p>Provider email address</p>
<p>Categories of Data Subjects</p>	<ul style="list-style-type: none"> • Children and young people who participate in the Winter of Wellbeing. • Providers delivering the scheme
<p>Plan for the return and/or destruction of the data once the processing is complete UNLESS requirement under Law to preserve that type of data</p>	<p>Identifiable data will be destroyed permanently by November 2022 (3 years after the date it was received).</p>

Part 2

1. The definitions set out below for the following terms shall be used in this UK GDPR Schedule:

Data Security Event	means any event that results or may result in unauthorised access to Personal Data held by you under the Award of Funding , and/or actual or potential loss and/or destruction of Personal Data in breach of this Award of Funding including any Personal Data Breach (as defined in the UK GDPR);
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the DPA 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a party;
Data Subject Access Request	means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
DPA 2018	means the Data Protection Act 2018;
UK GDPR	means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018;
Law	means: <ul style="list-style-type: none"> (a) any applicable statute or proclamation or any delegated or subordinate legislation; (b) any applicable guidance, code of practice, direction or determination with which we and/or you are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to you by us ; and (c) any applicable judgment or order of a relevant court of law which is a binding precedent in England and Wales,

	in each case in force or applicable in both England and Wales, or in Wales only;
Party	means us or you, together ' the Parties ';
Protective Measures	means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of the measures adopted by it;
Sub-Processor	means any third party appointed to Process Personal Data on your behalf in relation to the Award of Funding;
Business Days	means a day other than a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971.

2. PROTECTION OF PERSONAL DATA

2.1 In this UK GDPR Schedule the following terms shall have the meaning given to them in the UK GDPR: **Controller, Processor, Data Subject, Personal Data, Process, Personal Data Breach, Data Protection Officer.**

2.2 The Parties acknowledge that for the purposes of the Data Protection Legislation we are the Controller and you are the Processor.

2.3 Unless otherwise required to do so by Law (in which case you shall inform us of that legal requirement before Processing, unless law prohibits such information on important grounds of public interest), the only Processing of Personal Data you are authorised to do is described in this UK GDPR Schedule or is the subject of prior written approval by us and may not be determined by you. You will not process the Personal Data for any other purpose or in a way that does not comply with this Award of Funding or the Data Protection Legislation. You must comply promptly with our written instructions requiring you to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

2.4 You must notify us immediately if you consider that any of our instructions infringe the Data Protection Legislation.

2.5 You must provide all reasonable assistance to us in any on-going Data Protection Impact Assessment prior to and after commencing any Processing. Such assistance may, at our discretion, include:

2.5.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;

2.5.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Purposes;

2.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

2.5.4 a systematic description of the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.6 You must in relation to any Personal Data Processed in connection with your obligations under the Award of Funding:

2.6.1 process that Personal Data only in accordance with Condition 2.3 of this UK GDPR Schedule, unless you are required to do otherwise by Law. If you are so required you must promptly notify us before Processing the Personal Data unless prohibited by Law;

2.6.2 ensure that you have in place Protective Measures, which have been reviewed and approved by us as appropriate, to protect against a Data Security Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Security Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

2.6.3 you must, where you are required under the Award of Funding to notify Data Subjects of the purpose and detail of the Processing to be undertaken, cooperate with us to agree an appropriate notice which complies with the Data Protection Legislation. The notice must have our prior written approval. You must not modify or alter the notice in any way without our prior written consent;

2.6.4 ensure that your Personnel do not Process Personal Data except in accordance with the Award of Funding;

2.6.5 ensure that you take all reasonable steps to ensure the reliability and integrity of any of your Personnel who have access to the Personal Data and ensure that they:

- (i) are aware of and comply with your obligations under the Conditions;
- (ii) are subject to appropriate confidentiality undertakings with you or any Sub-Processor;

(iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by us or as otherwise permitted by the Award of Funding; and
(iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.6.6 not transfer Personal Data outside the UK unless our prior written consent has been obtained or Article 28(3)(a) of the UK GDPR applies.

2.6.7 At our written direction, delete or return Personal Data (and any copies of it) to us on expiry of the Award of Funding unless you are required by Law to retain the Personal Data.

2.7 Subject to Condition 2.8, you must notify us immediately if in connection with the Award of Funding you:

2.7.1 receive a Data Subject Access Request (or purported Data Subject Access Request);

2.7.2 receive a request to rectify, block processing or erase any Personal Data;

2.7.3 receive any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.7.4 receive any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Award of Funding;

2.7.5 receive 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

2.7.6 become aware of a Data Security Event.

2.8 Your obligation to notify under Condition 2.7 of this UK GDPR Schedule includes the provision of further information to us in phases without undue delay as details become available.

2.9 Taking into account the nature of the Processing, you must provide us with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Condition 2.7 of this UK GDPR Schedule (and insofar as possible within the timescales reasonably required by us) including by promptly providing us with:

2.9.1 full details and copies of the complaint, communication or request;

2.9.2 such assistance as we may reasonably request to enable us to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

2.9.3 at our request, any Personal Data you hold in relation to a Data Subject;

2.9.4 assistance as we may reasonably request following any Data Security Event;

2.9.5 assistance as we may reasonably request with respect to any request from the Information Commissioner's Office or any consultation by us with the Information Commissioner's Office.

2.10 You must maintain complete and accurate records and information to demonstrate your compliance with this Condition 2 of this UK GDPR Schedule. This requirement does not apply where you employ fewer than 250 staff unless:

2.10.1 we determine that the Processing is not occasional; or

2.10.2 we determine the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Articles 10 of the UK GDPR; or

2.10.3 we determine that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

2.11 You must allow for audits of your Data Processing activity by us or our designated auditor.

2.12 You must designate a data protection officer if required by the Data Protection Legislation.

2.13 Before allowing any Sub-Processor to Process any Personal Data related to the Award of Funding you must:

2.13.1 notify us in writing of the intended Sub-Processor and Processing;

2.13.2 obtain our prior written consent;

2.13.2 enter into a written agreement with the Sub-Processor which gives effect to the terms set out in this Condition 2 of this UK GDPR Schedule such that they apply to the Sub-Processor; and

2.13.3 provide us with such information regarding the Sub-Processor as we may reasonably require.

- 2.14 You shall remain fully liable for all acts or omissions of any Sub-Processor.
- 2.15 We may at any time on not less than 30 Business Days' notice revise this Condition 2 of this UK GDPR Schedule 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Award of Funding).
- 2.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office and other guidance where relevant. We may on not less than 30 Business Days' notice to you amend the Award of Funding to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 2.17 For the avoidance of doubt, nothing in the Award of Funding shall relieve you of your own direct responsibilities and liabilities under the Data Protection Legislation.
- 2.18 You agree to indemnify and keep us indemnified against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by us as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of your unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data process by you, your employees or agents in your performance of the Award of Funding or as otherwise agreed between the Parties.
- 2.19 The provisions of this Condition 2 of this UK GDPR Schedule shall apply during the continuance of the Award of Funding and indefinitely after its expiry.