**ANNEX G**

**DATA PROTECTION**

1. SCOPE

This Annex applies to Personal Data Processed by each Party under this Agreement as

Controller for the purposes of this Schedule, BT also means any BT Group Company.

1. **DEFINITIONS**

In addition to any other defined terms, the following terms apply:

**“Binding Corporate Rules”,“Controller**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Process/Processed/Processing**”, “**Processor**” and “**Recipient**” will have the meanings ascribed to them in the GDPR;

“**Data Protection Legislation**” means collectively: (i) the GDPR; (ii) national law implementing the ePrivacy Directive; (iii) any other applicable national privacy or data protection laws; (iv) any successor or replacement laws; and (v) any binding guidance or code of practice issued by a Supervisory Authority;

“**ePrivacy Directive**” means the Directive on Privacy and Electronic Communications (2002/58/EC);

“**EU**” means the European Union;

“**GDPR**” means the EU General Data Protection Regulation (EU) 2016/679 (“**EU GDPR**”), and any amendment or replacement to it (including any corresponding or equivalent national law or regulation which implements the GDPR) and the UK GDPR, as applicable to the processing;

“**Independent Controller**” means where both parties act as controllers, but not as joint controllers;

“**Joint Controller**” shall have the meaning given in the GDPR;

“**Notification Contact Details**” means the following phone numbers and email address: 0800 321999 or +44 1908 641100, and security@bt.com, or any other contact details provided by BT to the Operator from time to time;

“**Processing Appendix**” means each appendix containing the details of the Processing of the Personal Data under this Agreement and related information as agreed by the Parties and incorporated into Attachment A of this Schedule;

“**Sensitive Personal Data**” means Special Categories of Personal Data;

“**Special Categories of Personal Data**” shall have the meaning set out in the GDPR;

“**Supervisory Authority**” means any competent authority responsible for supervising compliance with applicable Data Protection Legislation;

**“UK GDPR”** means the GDPR as applicable as part of UK domestic law by virtue of section

3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection,

Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as

amended), as amended or replaced.

1. ROLE OF THE PARTIES

The roles of the parties under applicable Data Protection Legislation are as set out in the

Processing Appendix.

EACH PARTY AS CONTROLLER UNDER THE Agreement

The Parties agree to Process Personal Data as set out in the Processing Appendix on a Controller-to-Controller basis for the purposes of the Agreement.

The Parties shall amend the respective Processing Appendix to reflect changes in the Personal Data Processing activities, where agreed by the Parties.

Each Party shall comply with its obligations under Data Protection Legislation.

A Party shall be responsible for responding to any request, correspondence, enquiry or complaint received by it from a Data Subject regarding such Party’s Processing of Personal Data. If such contact from a Data Subject relates to the other Party’s Processing, then the receiving Party will pass it onto the other Party to manage.

The Parties shall implement appropriate technical and organisational measures in accordance with Data Protection Legislation to protect the Personal Data under their control.

Neither Party shall retain or Process Personal Data for longer than is necessary to fulfil the purposes for which it was collected unless required to keep a copy of the Personal Data for any legal or regulatory obligations it is subject to.

Where each Party acts as a Controller in relation to the Processing of Personal Data under the Agreement, the Parties will not act as Joint Controllers for the purposes of Article 26 of the GDPR in relation to such Processing.

1. **CONTRACT VARIATION**

In the event of any change in the Data Protection Legislation after the date of signature of this Agreement, BT and the Operator will work together to agree on such amendments as may be reasonably requested by either Party pursuant to any amendment provisions to ensure that this Agreement continues to comply with the Data Protection Legislation.

1. **CONFLICT**

Notwithstanding anything to the contrary in this Agreement, in the event of any conflict between this Annex and any term of this Agreement, this Annex G will prevail.

1. **DISCLOSURE**

Either Party may disclose this Agreement to a Supervisory Authority where required to do so in accordance with Data Protection Legislation.

1. **SURVIVAL**

This Annex G will survive this Agreement.

ATTACHMENT A - PROCESSING APPENDIX

EACH PARTY AS CONTROLLER

|  |
| --- |
| 1. Details of the Processing

 The details of the Processing for the purposes of this Agreement are set out in this Processing Appendix.  |
| 1. Nature and purpose of the Processing of Personal Data

 The nature and purpose of the Processing of Personal Data is to perform this Agreement. |
| 1. Categories of Personal Data

 The types of Personal Data Processed by each Party for the purposes of this Agreement are set out below: 1. Telephone numbers individual to a customer of either Party
2. Contract Administration Purposes:

 Contact details for CP staff for the purposes of contract administration including: 1. billing each other for interconnect services;
2. to establish interconnect; and
3. in life operational matters; and
4. dealing with faults.

  1. Number Portability

 There is a one-off handling exercise for each end user wishing to port.  Data collected with end user consent to enable the port are phone number/address/post code. 1. Emergency Services 999

 1. Address is required by law to be provided and held for all fixed lines for use by the emergency services only;
2. For mobile calls there is no pre-furnished data. Loocation data is held and sent across interconnect. This is passed onto the Emergency Services.

  |
| 1. Categories of Sensitive/Special Categories of Personal Data (including personal data relating to criminal convictions and offences)

 The types of Sensitive Personal Data Processed by each Party for the purposes of this  Agreement is set out below:  Not Applicable |
| 1. Categories of Data Subjects

 The categories of Personal Data are as set out below:  Information relating to a customer of either Party |
| 1. Data Protection Contact Point

 **Operator**: The name and contact details of the Operator's data protection officer or other contact point where more information can be obtained about Operator's Processing of Personal Data under this Agreement will be as follows:[Enter Data Protection Contact Point Name]; [Enter Data Protection Contact Point Position]; [Enter Data Protection Contact Point Email Address]; [Enter Data Protection Contact Point Telephone Number]; **BT**: The name and contact details of BT's data protection officer or other contact point where more information can be obtained about BT's Processing of Personal Data under this Agreement will be as follows: **cpo@bt.com** |