



Cabinet Office

GOV.UK Notify

**Data Processing and
Financial Agreement
Pack**

Non-Crown Bodies

Version 6.0

Document information

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Author	Government Digital Service Government Legal Department
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Version history

Version	Date	Description
1.0	25 April 2016	Document status elevation after GLD review.
2.0	2 November 2016	Versioned for release following various changes agreed following initial publication.
3.0	20 March 2018	Updated for GDPR compliance and changed the legal status of the financial agreement to a Co-operation Contract.
4.0	25 June 2019	Updated to reflect the move to online acceptance of the agreement.
5.0	26 August 2020	Aligned the Defined Terms with Procurement Policy Note (PPN)02/18 Added Sinch UK as an SMS Sub-Processor. Updated process for changing Sub-Processors.
6.0	16 March 2023	Replaced 'GDPR' with 'UK GDPR' and 'EU GDPR' references as required Clarification of Variation process Clarification of data retention of some Sub-Processors

Links and Dependencies

GOV.UK Notify – Terms of Use for Services
<https://www.notifications.service.gov.uk/terms>

GOV.UK Notify – Pricing
<https://www.notifications.service.gov.uk/pricing>

GOV.UK Notify – How to pay
<https://www.notifications.service.gov.uk/pricing/how-to-pay>

Introduction

This pack contains two agreements which define the overall relationship between GDS and the Customer organisation. The two agreements are legally separate. The agreements work together to set out the basis on which the customer organisation accesses the GOV.UK Notify service. The agreements cover finance, governance, data protection, and other issues.

Separately, the service manager for each digital service within the Customer organisation shall be asked to click to accept our 'Terms of Use' before connecting a new service to Notify. The Terms of Use is a working document which defines the relationship between GDS and the team running each of the Customer organisation's digital services. The Terms of Use is a non-contractual agreement. Some important provisions in the Data Processing and Financial Agreement are repeated in the Terms of Use, to ensure that service teams are aware of them.

Structure of this document pack

The agreements which set out the overall relationship between GDS and the Customer organisation are:

#	Title	Contains	Status
1	Data Processing Agreement	The agreement under which GDS acts as a Processor under applicable Data Protection Legislation on behalf of the Customer.	Contract
2	Financial Agreement	Agreement for the Customer to pay GDS for any services that GDS purchases from external suppliers in its capacity as a Central Purchasing Body.	Contract
3	Schedules	Schedules setting out information which is incorporated into one or both of the agreements.	Incorporated into other agreements as necessary.

The agreements for this are set out in the Financial Agreement.

The Schedules only have effect where they are explicitly incorporated into other Agreements. These introductory pages are not part of the Agreements.

Agreement acceptance instructions

GDS shall publish the latest version of this agreement pack on the GOV.UK Notify website and this can be viewed at:

<https://www.notifications.service.gov.uk/agreement/non-crown>.

Each Customer shall then accept the agreements when they make a 'request to go live' on the Notify website.

The agreements cover all digital services within the Customer organisation that will use Notify. As such, only the first of those digital services will be prompted to accept these agreements.

The Customer will provide the name and contact details of the person accepting the agreements, along with the version number of the agreement pack they are accepting. The person accepting the agreements must be authorised to enter contracts on behalf of the Customer.

GDS shall then record:

1. The name and email address of the person accepting the agreement pack on behalf of the Customer
2. The version of the agreement pack being accepted by the Customer
3. The date and time the agreement pack was accepted

The agreements become effective once they have been accepted by the Customer. GDS will then email the person formally accepting the agreements to confirm the agreements are in place.

Background to Notify

Schedule 1 sets out the background and purpose of the Notify Project. Schedule 2 describes the main data flows.

Legal issues note

This note describes the legal basis on which non-Crown public bodies can access and use the GOV.UK Notify service without running a competitive procurement. This note is included as guidance for Customers' legal advisers. It is not legal advice to the Customer, and does not form part of any of the agreements.

The Introduction section above sets out the structure of the GOV.UK Notify agreements.

Non-Crown public bodies will normally be contracting authorities under the Regulations. The normal starting point under the Regulations is that contracting authorities must run a competitive procurement before awarding a contract. However, the GOV.UK Notify service and document pack has been structured to allow non-Crown bodies to use the GOV.UK Notify service without running a new procurement. This note explains how.

The **Data Processing Agreement** is not a contract for the acquisition of services, and therefore falls outside the definition of "procurement" in regulation 2 of the Public Contracts Regulations 2015 or regulation 2 of the Public Contracts (Scotland)

Regulations 2015 (as appropriate). This agreement is a legal vehicle for GDS to make the commitments that the applicable Data Protection Act legislation and the GDPR /Data Protection Act 2018, and any applicable national implementing laws as amended from time to time that relates to the Processing of personal data and privacy required from a Processor. It does not contain any obligation for GDS to provide those services. As a result, this agreement is outside the scope of Part 2 of the Public Contracts Regulations 2015 or Part 2 of the Public Contracts (Scotland) Regulations 2015 (as appropriate), as set out in regulation 3 of the Public Contracts Regulations 2015 or regulation 3 of the Public Contracts (Scotland) Regulations 2015 (as appropriate) , and no procurement competition is necessary to enter into this agreement with GDS.

The **Financial Agreement** is a Co-operation Contract under which GDS acts as a central purchasing body to procure services for the Customer. GDS procures messaging services (including SMS messages and emails) from private sector suppliers, in accordance with the Public Contracts Regulations 2015 or Public Contracts (Scotland) Regulations 2015 (as appropriate). In doing so, GDS acts as a central purchasing body as defined in regulation 37(10)(a) of the Public Contracts Regulations 2015 or regulation 2 of the Public Contracts (Scotland) Regulations 2015 (as appropriate).

The Financial Agreement allows GDS to charge the Customer for the direct costs GDS must pay to suppliers to send the Customer's messages. This charge is not for pecuniary gain and is nothing other than an amount required for GDS to discharge its GOV.UK Notify obligations in the public interest.

Regulation 37(8) of the Public Contracts Regulations 2015 or regulation 38(7) of the Public Contracts (Scotland) Regulations 2015 (as appropriate) highlights that contracting authorities may award a public service contract for the provision of centralised purchasing activities to a central purchasing body without applying the applicable procedures set out in the Public Contracts Regulations 2015 or Public Contracts (Scotland) Regulations 2015 (as appropriate).

Regulation 37(4) of the Public Contracts Regulations 2015 or regulation 38(4) of the Public Contracts (Scotland) Regulations 2015 (as appropriate) states that a contracting authority fulfils its obligations under the Public Contracts Regulations 2015 or Public Contracts (Scotland) Regulations 2015 (as appropriate) when it acquires services from a central purchasing body in this particular way.

As a result, no procurement competition is necessary to buy these messaging services from GDS, because GDS is acting as a central purchasing body for this activity.

As a secondary argument, the Financial Agreement is a contract which establishes or implements co-operation between contracting authorities under regulation 12(7) of the Public Contracts Regulations 2015 or regulation 13(8) of the Public Contracts (Scotland) Regulations 2015 (as appropriate).

It therefore falls outside the scope of the Public Contracts Regulations 2015 or Public Contracts (Scotland) Regulations 2015 (as appropriate). On either analysis, no procurement competition is necessary to enter into this agreement with GDS.

The [Terms of Use](#) set out the basis on which GDS provides the Notify platform to each of the Customer's digital services. This agreement is not legally binding. GDS builds, improves and runs the digital platform at its own cost as part of its public functions; the Customer does not pay for use of the platform itself. Only the additional supplier costs for sending messages are passed through to the Customer, through the Financial Agreement. These Terms of Use are not for pecuniary consideration and are not a binding contract.

Therefore the Terms of Use fall outside the definition of 'procurement' in the Public Contracts Regulations 2015 or Public Contracts (Scotland) Regulations 2015 (as appropriate) and no procurement competition is necessary to enter into the Terms of Use with GDS.

DOCUMENT 1

DATA PROCESSING AGREEMENT for GOV.UK NOTIFY

THIS AGREEMENT is made between:

THE GOVERNMENT DIGITAL SERVICE, a division of the Cabinet Office, of White Chapel Building, 10 Whitechapel High Street, London E1 8DX ("**GDS**")

AND

The "**Customer**", a public sector organisation, (and together with GDS the "**Parties**").

- A. Individual teams within the Customer's organisation may in future agree to the Terms of Use. The Parties have entered into the Financial Agreement, which is document 2 in this pack. This Data Processing Agreement supplements these agreements.
- B. GDS will act as the Customer's Processor under the applicable Data Protection Legislation
- C. The Customer is a Controller for the purposes of the applicable Data Protection Legislation. This Agreement is designed to fulfil these current legal requirements.
- D. The Parties note that this Agreement will require each of them to meet their obligations under the Data Protection Legislation.
- E. The Customer has primary responsibility for compliance with the Data Protection Principles in relation to the Notify Data.
- F. Schedule 1 sets out the Background and Purpose to the Notify Project. Schedule 2 describes the data flows and features in the Notify Project.
- G. GDS commits to work with service Users within devolved administrations, to meet and incorporate their requirements for Welsh Language functionality and support.

IT IS NOW AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Schedule 4 (Definitions and Interpretation) applies to the interpretation of this Agreement.

2. PURPOSE

- 2.1 The Customer needs to disclose Notify Data to GDS as its Processor for the Notify service to be provided effectively by GDS.

3. COMMENCEMENT, TERM AND VARIATION

- 3.1 This Agreement shall commence upon acceptance by the Customer and shall continue in effect until the Notify Project terminates unless otherwise subject to earlier termination in accordance with Clause 14.
- 3.2 Variations to this Agreement can be made from time to time by GDS. An updated version of the Agreement will be emailed to the Customer 30 days in advance of any variation taking effect, along with a summary of the changes. Subject to Clauses 3.3 and 3.4 the new Agreement will then take effect after these 30 days. No action is required by the Customer if they accept the updated Agreement.
- 3.3 If the Customer wishes to propose further changes to the updated Agreement, they can send these to GDS by email. Any proposed changes will need to be discussed and agreed by both Parties. A further updated Agreement will then be emailed to the Customer for acceptance by the date the original variation would have taken effect.
- 3.4 The Customer must notify GDS by email prior to the variation taking effect in accordance with Clause 3.2 if they do not wish to accept an updated Agreement. Where the Customer has given such notification this Agreement will automatically terminate on the date the original variation would otherwise have taken effect.

4. REPRESENTATIVES

- 4.1 The Parties will each appoint a representative to be the primary point of contact in all matters relating to this Agreement:

For **GDS**:

Irina Pencheva
Lead Product Manager
irina.pencheva@digital.cabinet-office.gov.uk
0782 355 29 40

For the **Customer**:

The person that accepts this Agreement, using the contact details provided at the time of acceptance.

- 4.2 The GOV.UK Notify team within GDS will supervise the Processing of the Notify Data, and will process the Notify Data.
- 4.3 The Sub-processors who will be Processing the Notify Data as at the date of acceptance of this Agreement are set out in Schedule 3.

5. SUB-CONTRACTING

- 5.1 GDS will inform the Customer whenever it appoints or removes a Sub-Processor Processing Notify Data by emailing the Customer's appointed representative named in Clause 4.1 above. Changes to Sub-Processors will be handled in accordance with Clause 10.10 and 10.11.

6. NOTIFY DATA

- 6.1 Schedule 2 summarises the Notify Project and outlines the data flows and transfer method to be used for the Notify Project, based on the current contracting structure.

7. NOT USED

8. LEGAL BASIS

- 8.1 The Customer as Controller represents and warrants to GDS that:
- (a) it is permitted by law to transfer the Notify Data to GDS as its Processor;
 - (b) it has the User's consent, where necessary, to transfer the Notify Data to GDS and for GDS and its Sub-Processors to transmit a message by email, SMS or post to the User; and
 - (c) it complies with the applicable Data Protection Legislation and other applicable data protection law for each of the Data Subjects. This will include ensuring the Personal Data is kept up to date, and only retained for as long as required.

9. FURTHER USE OF NOTIFY DATA

- 9.1 GDS agrees not to Process the Notify Data, except as necessary for the performance of the Notify Project as set out in paragraph 6 and Schedule 2 and in accordance with the Customer's requirements set out in Schedule 5.

10. PROTECTION OF PERSONAL DATA

- 10.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and GDS is the Processor. The only Processing that GDS is authorised to do is listed in Schedule 5 by the Customer and may not be determined by GDS.
- 10.2 GDS shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the applicable Data Protection Legislation.
- 10.3 GDS shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing operations;

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

10.4 GDS shall, in relation to any Personal Data processed in connection with its obligations under this Agreement;

- (a) process that Personal Data only in accordance with Schedule 5 unless GDS is required to do otherwise by Law. If it is so required GDS shall promptly notify the Customer before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - 1) nature of the data to be protected;
 - 2) harm that might result from a Data Loss Event;
 - 3) state of technological development; and
 - 4) cost of implementing any measures;

10.5 GDS shall ensure that:

- (a) GDS Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 5);
- (b) It takes all reasonable steps to ensure the reliability and integrity of any GDS Personnel who have access to the Personal Data and ensure that they:
 - 1) are aware of comply with the GDS duties under this Clause
 - 2) are subject to appropriate confidentiality undertakings with GDS or any Sub-Processor;
 - 3) 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 the Customer or as otherwise permitted by this Agreement;
 - 4) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (c) Where the Personal Data is subject to the UK GDPR, it will not transfer Personal Data outside of the United Kingdom unless either:
 - 1) the transfer is in accordance with Article 45 of the UK GDPR or section 17A of DPA 2018; or
 - 2) the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - GDS or the Customer has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or section 75 of DPA 2018) as determined by the Customer (which could include could include relevant parties entering into the

- International Data Transfer Agreement or International Data Transfer Agreement Addendum to the European Commission's SCCs as published by the Information Commissioner's Office), as well as any additional measures determined by the Customer;
 - the Data Subject has enforceable rights and effective legal remedies;
 - GDS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - GDS complies with any reasonable instructions notified to it in advance by the Customer with respect to the Processing of the Personal Data;
- (d) Where the Personal Data is subject to the EU GDPR, it will not transfer such Personal Data outside of the European Union unless either:
- 1) the transfer is in accordance with Article 45 of the EU GDPR; or
 - 2) the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - GDS or the Customer has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Customer which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU set out in Annex 3 to Schedule 31 (Processing Personal Data) or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by GDS;
 - the Data Subject has enforceable rights and effective legal remedies;
 - GDS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - GDS complies with any reasonable instructions notified to it in advance by the Customer with respect to the Processing of the Personal Data;
- (e) At the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless GDS is required by Law to retain the Personal Data.

10.6 Subject to Clause [10.6.3] GDS shall notify the Customer immediately if it:

- 1) receives a Data Subject Request (or purported Data Subject Request);
- 2) receives a request to rectify, block or erase any Personal Data;
- 3) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 4) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

- 5) receives 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
 - 6) becomes aware of a Data Loss Event.
- 10.6.1 GDS obligation to notify under Clause 10.6 shall include the provision of further information to the Customer in phases, as details become available.
- 10.6.2 Taking into account the nature of the Processing, GDS shall provide the Customer with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 10.6 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- 1) The Customer with full details and copies of the complaint, communication or request;
 - 2) Such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 3) The Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 4) Assistance as requested by the Customer following any Data Loss Event;
 - 5) Assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 10.6.3 GDS shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Customer employs fewer than 250 staff, unless:
- 1) The Customer determines that the Processing is not occasional;
 - 2) The Customer determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
- or
- 3) The Customer determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10.7 GDS shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 10.8 GDS shall designate a data protection officer as required by the Data Protection Legislation.

The contact is:

Data Protection Officer
Cabinet Office
70 Whitehall
London
SW1A 2AS

dpo@cabinetoffice.gov.uk

10.9 GDS shall remain fully liable for all acts or omissions of any of its Sub-Processors.

10.10 GDS may change its Sub-Processors from time to time. Before allowing a Sub-Processor to process any Personal Data related to this Agreement, GDS must:

- have undertaken an information security assessment of the Sub-Processor to ensure compliance with all aspects of this agreement;
- have a written agreement with the Sub-Processor which commits them to continued compliance with all aspects of this Agreement;
- notify the Customer in writing of the new Sub-Processor and type of Processing they will undertake in accordance with Clause 5.1;
- provide the Customer with such information regarding the Sub-Processor as the Customer may reasonably require.

GDS will not disclose Notify Data to any outside organisation unless permitted by this Agreement or required by law.

10.11 GDS shall email the Customer's appointed representative named in Clause 4.1, of intended changes concerning the addition or replacement of a Sub-Processor, at least 15 calendar days before the change takes effect.

If the Customer wishes to object to the Sub-Processor change, they must raise this by sending an email to GDS. Any proposed concerns need to be discussed and resolved by both Parties within these 15 days. Resolution may include not proceeding with the change to the Sub-Processor.

If the Parties cannot resolve the objections raised by the Customer, then the Customer must commence termination in accordance with Clause 14.

10.12 The Parties agree to take account of any non-mandatory published guidance issued by the Information Commissioner's Office. The Customer may require that this agreement is updated to comply with any guidance issued by the Information Commissioner's Officer within 30 calendar days of request to GDS.

10.13 GDS will retain Notify Data as indicated in Schedule 3.

10.14 GDS agrees to process the Notify Data in accordance with the requirements of this Agreement, and in particular GDS agrees that it shall:

- (a) process the Notify Data only as set out in this Agreement;

- (b) process the Notify Data only to the extent, and in such manner, as is necessary for the Notify Project;
 - (c) comply with obligations of the applicable Data Protection Legislation and in particular implement appropriate technical and organisational measures to protect the Notify Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall ensure a level of security appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Notify Data and having regard to the nature of the Notify Data which is to be protected;
 - (d) take reasonable steps to ensure the reliability of any Personnel who have access to the Notify Data, including those set out in Clause 11 of this Agreement;
 - (e) transfer the Notify Data only to those Sub-Processors listed in Schedule 3 below or subsequently notified to the Customer;
 - (f) ensure that all Personnel required to process the Notify Data are informed of GDS's obligations under this Agreement with regard to the security and protection of Notify Data and that those obligations are complied with;
 - (g) ensure that no Personnel publish, disclose or divulge any of the Notify Data to any third party unless directed in writing to do so by each of the Parties;
 - (h) notify the Customer within five working days if it receives a complaint or request relating to the Parties' obligations under the applicable Data Protection Legislation in force;
 - (i) if it receives a subject access request under the applicable Data Protection Legislation, or any complaint in relation to Notify, to inform the complainant or requester that the Customer is the Controller and ask the User to contact the Customer DPO where appropriate.
- 10.15 GDS shall comply at all times with the applicable Data Protection Legislation in force and shall not perform its obligations under this Agreement in such a way as to cause the Customer to breach any of its applicable obligations under the applicable Data Protection Legislation and any other law which is applicable to public bodies in general, in particular the Human Rights Act 1998 and the common law of confidentiality.
- 10.16 The Customer shall ensure that privacy notices for any of their services using Notify are accessible to those service's Data Subjects and are kept up-to-date, accurately describing the processing that will take place in relation to Notify Data.

11. SECURITY OF NOTIFY DATA

11.1 In addition to the requirements in Clauses 9 and 10 in respect of Notify Data GDS agrees to process all the Notify Data in accordance with the following security requirement:

(a) access to the Notify Data (including any part of the Notify Data and any copies), will be restricted to:

- Customer service teams that provided the data to Notify;
- SC cleared operations staff at GDS supporting Notify during business hours;
- the Sub-Processors referred to in Clause 5 of this Agreement (listed in Schedule 3).

(b) Notify Data will be protected using secure network protocols such as TLS when it is in transit between Customer systems and Notify; and when it is in transit between Notify and its 3rd party suppliers. The use of TLS to protect emails sent by Notify is opportunistic and relies on the receiving mail server supporting the protocol and strong cipher suites. Notify Data will be encrypted when it is temporarily stored in the Notify data store. The number of named individuals that have access to the systems in which the data passes and is stored will be kept to a minimum.

12. FREEDOM OF INFORMATION

12.1 The Parties are all subject to the provisions of FOIA or FOISA (as appropriate) and the Environmental Information Regulations and shall assist and co-operate with each other to enable each other to comply with their respective statutory duties in relation to Requests for Information. In particular, where a Party receives a Request for Information pertaining to the subject matter or operation of this Agreement, it shall as soon as practicable notify the other Party's nominated representative, in writing, of the details of the information requested and the date such Request was made. The Party which has received the Request shall, prior to responding to the applicant, consult with the other Party and to facilitate such consultation shall provide it with a copy of all information which it proposes to disclose not less than 5 working days before disclosure.

13. LOSS AND UNAUTHORISED RELEASE

13.1 GDS will report any Data Loss Event to the Customer, without undue delay, and where possible no later than 24 hours after the loss or unauthorised release is discovered, and within the statutory time limit of 72 hours to allow the parties to meet their obligations.

13.2 For any Data Loss Event, GDS notification to the Customer shall as a minimum:

1. describe the nature of the Breach, the categories and the number of Data Subjects concerned, and the categories and numbers of Personal Data Records concerned;

2. communicate the name and contact details of the Data Protection Officer (DPO) or other relevant contact from whom more information may be obtained;
 3. describe the likely consequences of the Data Breach: and
 4. describe the measure taken or proposed to be taken to address the Data Breach, provided that notification under this clause shall not be obligatory where statutory guidance indicates that the Data Breach is not required to be notified by a Processor to a Controller and the Processing Party is acting as a Processor for the other Party as Controller.
- 13.3 GDS acknowledges that any loss or unauthorised release of the Notify Data by GDS or its Sub-processors will be valid grounds for the Customer to terminate this Agreement.
- 13.4 Any loss or unauthorised release of the Notify Data by GDS will need to be investigated jointly by all Parties, and each Party shall cooperate with the other Party and take such reasonable steps as are directed by the other party to assist in the investigation, mitigation and remediation of the Data Breach. Data Protection Legislation/GDPR compliance towards Data incident processes and reporting will apply.

14. TERMINATION

- 14.1 Either Party may terminate this Agreement upon providing three months' written notice to the other.
- 14.2 Either Party may terminate this Agreement with immediate effect in the event of breach of its obligations by the other Party to this Agreement.
- 14.3 On termination of this Agreement:
- (a) GDS's obligations under Clauses 9-13 will continue to have effect until such time as GDS and its Sub-Processors no longer hold any Notify Data.
 - (b) GDS and its Sub-Processors:
 - (i) shall be under no obligation to hold any Notify Data
 - (ii) may delete such data at will; and
 - (iii) will continue to hold such data for no longer than the period set out in Schedule 3 on retention of data.

15. LIABILITY

- 15.1 Nothing in this Clause 15 shall affect a Party's general duty to mitigate its loss.
- 15.2 Nothing in this Agreement shall be construed to limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence or that of its staff;
 - (b) bribery, fraud or fraudulent misrepresentation by it or that of its staff; or

(c) any other matter which, by Law, may not be excluded or limited.

- 15.3 Subject to Clause 15.2, the aggregate liability of either Party under or in connection with this Agreement over its term, including any default under this Agreement, will in no event exceed £5,000. For the avoidance of doubt, this cap on liability does not apply to breaches of the Data Protection Legislation by either party. In these cases, the Supervising Authority (ICO) will decide on liability and apportion it directly where it deems the liability lies.
- 15.4 Subject to Clause 15.2, neither Party shall be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the other, or by breach of obligations under this Agreement or any non-contractual agreement between GDS and the Customer relating to the Notify Project, including the Terms of Use.
- 15.5 Subject to Clause 15.2, in no event shall either Party be liable to the other Party for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) indirect, special or consequential loss or damage.

16. CONSIDERATION, GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 GDS has entered into this Agreement in consideration of the Customer disclosing Notify Data to GDS. The Parties now acknowledge that this consideration is sufficient to create a contract, and that they intend this Agreement to be a contract.
- 16.2 This Agreement and/or any non-contractual obligations or matters arising out of it will be governed by and construed in accordance with the laws of England and Wales. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales, and for all disputes to be conducted in this jurisdiction.
- 16.3 The Parties will attempt to resolve any disputes concerning this Agreement by discussions in good faith, and through mediation where appropriate. If either party forms the reasonable opinion that the dispute cannot be settled through these means, that party may exercise its legal rights under clause 16.2.

DOCUMENT 2

FINANCIAL AGREEMENT for GOV.UK NOTIFY

THIS AGREEMENT is made between:

THE GOVERNMENT DIGITAL SERVICE, a division of the Cabinet Office, of White Chapel Building, 10 Whitechapel High Street, London E1 8DX ("**GDS**")

AND

The "**Customer**" (and together with GDS the "**Parties**").

- A. The Parties have entered into the Data Processing Agreement. Individual teams within the Customer's organisation may in future agree to the Terms of Use. This Financial Agreement supplements these agreements.
- B. Schedule 1 sets out the Background and Purpose to the Notify Project. Schedule 2 describes the data flows and features in the Notify Project.
- C. GDS acts as a central purchasing body within the meaning of regulation 37 of the Public Contracts Regulations 2015 or regulation 38 of the Public Contracts (Scotland) Regulations (as appropriate). In particular, it acquires services intended for contracting authorities. These services include sending SMS messages and emails in bulk, and printing and fulfilment of postal notifications.
- D. Under regulation 37(4) of the Public Contracts Regulations 2015 or regulation 38(4) of the Public Contracts (Scotland) Regulations 2015 (as appropriate), the Customer fulfils its obligations under the Public Contracts Regulations 2015 or Public Contracts (Scotland) Regulations 2015 (as appropriate) when it acquires services from GDS as a central purchasing body.
- E. This Financial Agreement sets out the basis on which the Customer pays GDS for specific services that GDS acquires for its use. For the avoidance of doubt, the payment under this Financial Agreement is not for profit and is required to achieve GOV.UK Notify objectives in the public interest.
- F. This Financial Agreement is a Co-operation Contract under regulation 12(7) of the Public Contracts Regulations 2015 or regulation 13(8) of the Public Contracts (Scotland) Regulations 2015 (as appropriate). It is a contract concluded exclusively between contracting authorities and falls outside the scope of the Public Contracts Regulations 2015 or Public Contracts (Scotland) Regulations 2015 (as appropriate). It is a contract which establishes or implements a co-operation between GDS and the Customer in respect of GOV.UK Notify.

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Financial Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 4 (Definitions and Interpretation).

2. SUPPLIER CHARGES

Chargeable services: text messages and letters

- 2.1. The Customer shall pay for all text messages and letters sent through GOV.UK Notify (“the Services”), unless they are part of any free allocation agreed in writing with GOV.UK Notify (whether in the Terms of Use or some other document produced by GDS).
- 2.2. The GDS shall acquire the Services from Sub-Processors as part of its central purchasing activities. The Sub-Processors involved may change from time to time, in accordance with and as set out in the Data Processing Agreement.
- 2.3. The Customer shall pay GDS for the Services at the rate charged by the Sub-Processor, based on the volumes of messages that the Customer sends through the Notify Project.
- 2.4. The current pricing is set out in the Notify administration application and can be viewed at <https://www.notifications.service.gov.uk/pricing>. Sub-Processors’ pricing may change over time and any updates will be published by GDS on this webpage.

Non-Chargeable services: email and use of the platform

- 2.5. GDS shall not charge the Customer for:
 - 2.5.1 sending email messages, or
 - 2.5.2 use of the Notify platform other than as set out in this Financial Agreement.

3. BILLING AND PAYMENT

- 3.1. GDS and the Cabinet Office finance team shall send Customers a single invoice showing usage on a quarterly basis.
- 3.2. This invoice will provide a breakdown by each of the digital services within the Customer organisation that has incurred a cost.
- 3.3. Payments shall be made promptly within 30 calendar days of receipt of invoice.
- 3.4. Details on how to pay are provided on the Notify website and can be viewed at <https://www.notifications.service.gov.uk/pricing/how-to-pay>
- 3.5. A purchase order for the financial year, or confirmation invoices can be received without a purchase order reference, should be shared with the Cabinet Office within the first month of usage.

- 3.6. Failure to provide a purchase order, or to pay an invoice, may result in suspension of access to Notify for the Customer organisation, or specific services within the Customer organisation.

4. TERMINATION

- 4.1. This Financial Agreement shall terminate when the Data Processing Agreement terminates.
- 4.2. Termination of the Financial Agreement shall not affect the Customer's responsibility to pay GDS for any services used before the point of termination.
- 4.3. GDS may terminate this Financial Agreement for convenience by issuing the Customer with at least 3 months' written notice and this Financial Agreement shall terminate on the date specified in the written notice.

5. STATUS OF THIS AGREEMENT, DISPUTE RESOLUTION AND VARIATION

- 5.1. This Financial Agreement is a Contract setting out the terms applicable to the Parties. It is legally enforceable.
- 5.2. Any dispute under this Financial Agreement shall be resolved:
 - 5.2.1 first by escalation to appropriately senior officials of each Party;
 - 5.2.2 where escalation under Clause 5.2.1 is unsuccessful, by mediation, where mediation is agreed between the Parties; and
 - 5.2.3 where mediation is not agreed between the Parties, lastly by recourse to litigation in accordance with Clause 6 (Governing Law and Jurisdiction).
- 5.3 Variations to this Agreement can be made from time to time by GDS with agreement from the Customer. An updated version of the Agreement will be emailed to the Customer 30 days in advance of any variation taking effect, along with a summary of the changes. The new Agreement will then take effect after these 30 days. No action is required by the Customer if they accept the updated agreement. If the Customer does not wish to accept the updated Agreement, the variations will not take effect and the Customer must commence termination in accordance with Clause 4.

6. GOVERNING LAW AND JURISDICTION

- 6.1 This Financial Agreement and any issues, disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales, or Scotland (as appropriate).
- 6.2 Subject to Clause 5 the Parties agree that the courts of England and Wales, or Scotland (as appropriate) shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Financial Agreement or its subject matter or formation.

DOCUMENT 3**SCHEDULES FOR THE GOV.UK NOTIFY DATA SHARING AND FINANCIAL AGREEMENT PACK****List of Schedules**

#	Title	Incorporated in Data Processing Agreement?	Incorporated in Financial Agreement?
1	Background and Purpose of the Notify Project	Yes	Yes
2	Description of the Notify Project	Yes	Yes
3	Sub-processors Processing GOV.UK Notify Data and Retention Periods	Yes	No
4	Definitions and Interpretation	Yes	Yes
5	Schedule of Processing, Personal Data and Data Subjects	Yes	Yes

Schedule 1 – Background and Purpose of the Notify Project

Name	Background and Purpose of the Notify Project
Incorporated in Document 1: Data Processing Agreement?	Yes - Background section
Incorporated in Document 2: Financial Agreement?	Yes - Background section

BACKGROUND:

1. The public sector receives millions of calls every year from people anxious to find out about the progress of their application or whether we received their payment. People have to spend time on hold, which wastes their time and costs government a lot of money in call centre running costs. Likewise, the costs for other correspondence initiated by public sector organisations, can be significant as individually they may not have the volumes to attract the best prices.
2. GOV.UK Notify makes it easier to keep people updated, by helping service teams across the public sector to send text messages, emails or letters to their Users. GOV.UK Notify provides an improved and more centralised means by which organisations can send messages (text message, email and post) to the citizens that use their services. The notifications typically take the form of status updates, requests for action, acknowledgement of receipt of applications or supporting information, and reminders.
3. GOV.UK Notify is not a contact database for UK citizens. Organisations will continue to collect, manage and control the contact information and preferences for their service Users. GOV.UK Notify simply processes the messages to the service Users at the request of the service team.
4. Public sector organisations pass Personal Data to Notify in order to complete the Processing. The Data Processing Agreement covers this transfer.
5. The Parties will all be responsible for compliance with the Data Protection Principles under the applicable Data Protection Legislation in force in relation to the Notify Data and this Agreement exists to provide a framework for that compliance.

PURPOSE:

1. The main aims of the Notify Project are: to simplify the process by which citizens are kept informed about enquiries or applications that they have made to public sector organisations; and reduce the costs of correspondence issued by public sector organisations. By moving from the current diverse delivery mechanisms owned and operated by individual Customer service teams to a centralised conduit for delivery of messages (GOV.UK Notify), it will be possible to provide citizens with an improved service over a wider range of mediums than previously available.

2. It is envisaged that this will result in a marked reduction in the volume of phone calls and post that public sector organisations are currently required to answer, in response to citizens seeking updates e.g. 'has my application been received? or 'what documentation do I need to submit? There is a recognised significant financial benefit associated with proactively keeping citizens informed through the use of very low cost communications when compared with the high cost of fielding phone calls and post through the use of contact centres.
3. There are also significant savings to be made through the economies of scale that a shared platform can achieve. The unit prices for sending email, text messages and letters through GOV.UK Notify will often be significantly lower for service teams than their existing prices.

Schedule 2 – Description of the Notify Project

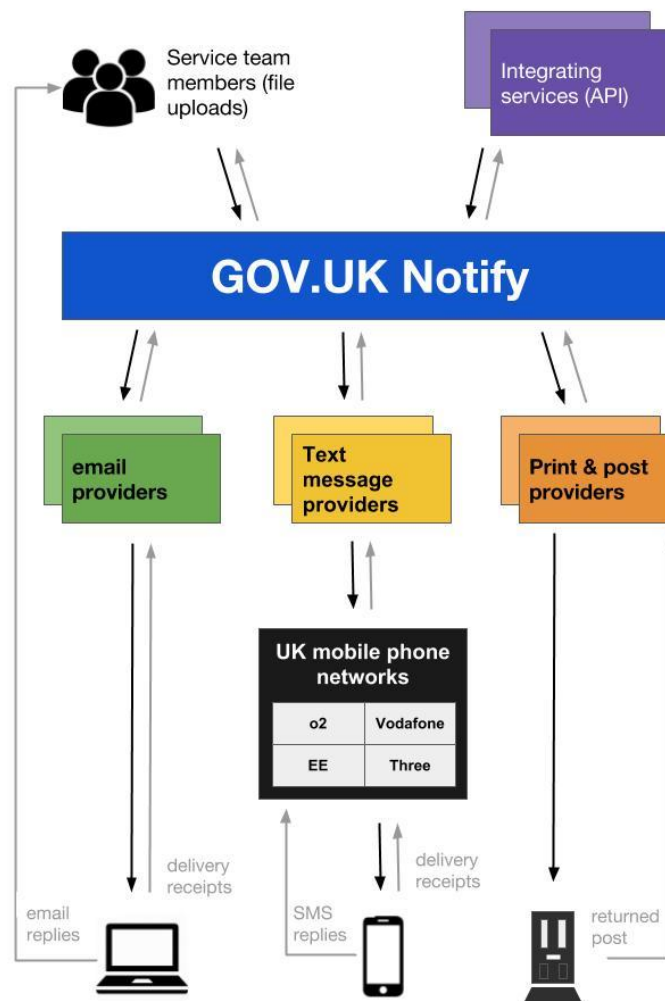
Name	Description of the Notify Project
Incorporated in Document 1: Data Processing Agreement?	Yes - Clauses 7 and 9 and the definition of Notify Data
Incorporated in Document 2: Financial Agreement?	Yes - see the definition of 'Notify Data'

1. Service teams within public sector organisations will identify opportunities within their service to send emails, text messages or letters to recipients, proactively updating them on the progress.
2. There are 3 ways for service teams to send messages through Notify.
 - a. By integrating their systems with GOV.UK Notify and automatically sending the messages;
 - b. Members of the service team log in the GOV.UK Notify administration system and upload batches of data collected or extracted from their back office systems;
 - c. Members of the service team log in the GOV.UK Notify administration system and send one-off messages.
3. For email and text messages - service team members need to set up templates in the GOV.UK Notify admin application. These templates can be checked at the Notify team's discretion, to ensure they won't be used to send unsolicited messages. When they then trigger messages to be sent, either through the integration, or by uploading data, they will provide the Personal Data required to construct the message, and nominate the template to insert that data into for sending.
4. GOV.UK Notify then assembles the email or text messages, by combining the template with the Personal Data (this will include a mobile telephone number or email address and other information for each recipient).
5. For letters – service team members choose to either set up templates in the GOV.UK Notify admin application or pass fully assembled letter content to GOV.UK Notify directly. In either case, the content will be checked for quality, at the Notify team's discretion.
6. Where letter templates are used, GOV.UK Notify will then assemble the letter, by combining the template with the Personal Data (this will include name, postal address and other information for each recipient).
7. Where fully assembled letters are passed to GOV.UK Notify, the name and postal address will need to be provided.

8. The assembled messages are then passed by GOV.UK Notify to the 3rd party suppliers for delivery via email, SMS or post. These suppliers will deliver the messages and provide a delivery success update to GOV.UK Notify. Service teams can then query GOV.UK Notify to gain an acknowledgement of delivery (or a failure reason).
9. The acknowledgement can be automatically collected by the integrated system, or service team members can see the outcome in the GOV.UK Notify administration application. Once the outcome has been made available to the service, then the limited Personal Data that is held by GDS and the 3rd party providers is deleted in line with their various data retention policies (see Schedule 3).
10. GOV.UK Notify retains data as set out in Schedule 3. GOV.UK Notify will not analyse Notify Data in any way which would link messages received by a single Users, or any subset of Users, from multiple Customers.

Figure 1 below outlines the Notify Data flows and transfer method to be used for the Notify Project:

Figure 1: Notify Data flows and data transfer method:



Schedule 3 – Sub-Processors and retention periods

Name	Sub-Processors Processing GOV.UK Notify Data and data retention periods
Incorporated in Document 1: Data Processing Agreement?	Yes - Clauses 5, 10.2.
Incorporated in Document 2: Financial Agreement?	No

Note

GDS may replace this Schedule from time to time by giving notice to the Customer under Clause 5 of the Data Processing Agreement.

Sub-Processors processing data on behalf of GOV.UK Notify**SMS Sub-Processors:**

- MMGRP Ltd (Company number: 7527443): 20-22 Wenlock Road, London N1 7GU, UK - use a Private Cloud provided by Rackspace from data centres located in Crawley and Slough.
- MMGRP Ltd Sub-Processor - Infobip Ltd (Company number: 07085757): Fifth Floor, 35 - 38 New Bridge Street, London EC4V 6BW, UK - includes a custom SMPP engine hosted alongside MMGRP's systems in the UK and an Infobip platform hosted in an Equinix data centre in Frankfurt, Germany.
- FireText (Company number 06280579): Tremough Innovation Centre, Penryn TR10 9TA, UK - use third party data centre facilities in Reading and Manchester which are provided as a Private Cloud by iCloudHosting
- FireText Sub-Processor - Sinch UK Ltd (Company number: 03049312): Sinch offices in UK: Cap House, 9-12 Long Lane, Barbican, London, UK. Sinch Support offices, Slöjdaregatan 1, 393 53 Kalmar, Sweden. Data centres: EU3C, co-location data centre in Hammerby, Sweden and EU1C, Amazon AWS Europe Data Centre in Dublin, Ireland.

Email and Hosting Sub-Processor:

- Amazon Web Services (Company Number: 08650665): 60 Holborn Viaduct, London EC1A 2FD, UK - Amazon AWS Europe Data Centre in Dublin, Ireland.

Letter Sub-Processor:

- DVLA: Ty Felin, Swansea, SA5 4HH, Wales

Out of hours support:

- UK-based independent SC cleared contractors engaged by GDS via the CCS RM6160 framework

Retention Periods

Data retention times for GOV.UK Notify and suppliers.

Personal Data includes the mobile number, email address or postal address and the message body. **Non-personal data** includes a generated message ID, timestamps and delivery status stored mainly for billing purposes.

Organisation	Personal Data retention time	Non-personal data retention time
GOV.UK Notify	7 days by default Up to 90 days by request	Indefinite
MMGRP Ltd Text message supplier to Notify	30 days	Indefinite
Infobip Processor to MMG	90 days	Indefinite
FireText Text message supplier to Notify	30 days	Indefinite
Sinch UK Ltd Processor to FireText	12 months	12 months
Vodafone Mobile network operator	30 days	3 years
EE Mobile network operator	7 days	1 year
Three Mobile network operator	90 days	Indefinite
O2 Mobile network operator	90 days	Indefinite
Amazon Web Services Email and hosting supplier to Notify	30 days	Indefinite
DVLA Letter supplier to Notify	60 days	Indefinite

Schedule 4 – Definitions and Interpretations

Name	Definitions and Interpretations
Incorporated in Document 1: Data Processing Agreement?	Yes - Clause 1
Incorporated in Document 2: Financial Agreement?	Yes - Clause 1

1.1 In this document the following words and phrases shall have the following meanings, unless expressly stated to the contrary:

Agreement: this contract;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the UK GDPR;

Customer means the organisation that is consuming the Notify service;

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

Data Processing Agreement means the contractual agreement between GDS and the Customer found at Document 1 in this document pack;

Data Protection Impact Assessment (DPIA) means an assessment by the Controller on the impact of the envisaged Processing on the protection of Personal Data;

Data Protection Legislation means:

- (i) the UK GDPR as amended from time to time;
- (ii) the DPA 2018 to the extent that it relates to the processing of personal data and privacy;
- (iii) (to the extent that it applies) the EU GDPR; and
- (iv) all applicable Law relating to the processing of personal data and privacy;

Data Protection Principles means the principles relating to the processing of personal data set out in Article 5 of UK GDPR;

Data Subject means the identified or identifiable living individual to whom personal data relates;

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation;

DPA 2018: Data Protection Act 2018;

Environmental Information Regulations means the Environmental Information Regulations 2004, as amended, or Environmental Information Regulations (Scotland) 2004 (as appropriate), together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;

EU GDPR means 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 (General Data Protection Regulation) as it has effect in EU law;

Financial Agreement means the contractual Financial Agreement between GDS and the Customer found at document 2 in this document pack;

FOIA means the Freedom of Information Act 2000, as amended;

FOISA means the Freedom of Information (Scotland) Act 2002;

IAO means Information Asset Owner, namely the individual occupying the position of Information Asset Owner within the Customer organisation, who has asset ownership obligations in relation to the Notify Data;

Joint Controllers: where two or more Controllers jointly determine the purposes and means of Processing;

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

LED: Law Enforcement Directive (Directive (EU) 2016/680);

Notify Data means all Personal Data passed by the Customer to GDS for the purposes of GOV.UK Notify as set out in clause [6] of this Agreement;

Notify Project means the GOV.UK Notify Project summarised in point A of 'Background' above;

Party means a Party to this Agreement;

Personnel means GDS employees or contractors working on the Notify Project;

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;

Protective Measures: 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 such measures adopted by it including those outlined in Clause 10;

Request for Information means a request for information or a request under FOIA or the Environmental Information Regulations;

Sub-Processor: any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement;

Terms of Use means the [Terms of Use](#) that each digital service managed by the Customer will be required to accept before connecting to the Notify Project;

UK GDPR means 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 (United Kingdom General Data Protection Regulation), 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 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019

User means the Data Subject receiving emails, text messages, or letters via the Notify Project;

1.2 In this document:

- (a) the masculine includes the feminine and neuter;
- (b) person means a natural person;
- (c) the singular includes the plural and vice versa;
- (d) a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

1.3 Headings are included in this document for ease of reference only and shall not affect the interpretation or construction of this document.

- 1.4 References in this document to Clauses, Paragraphs and Annexes are, unless otherwise provided, references to the Clauses, Paragraphs and Annexes of this document.
- 1.5 In the event and to the extent only of any conflict or inconsistency between:
- (a) the provisions of the Clauses and the provisions of the Schedules (except for this Schedule 4), the provisions of the Clauses and this Schedule 4 shall prevail; or
- (b) the provisions of this document and the provisions of any document referred to or referenced herein, the provisions of this document shall prevail.
- 1.6 Where this document refers to a Schedule, that reference is to a Schedule contained within the document pack which contains this document, and that Schedule will be incorporated into this document.

Schedule 5 – Schedule of Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	Notify sends transactional updates and subscription based notifications to the Users of public sector services via email, text message and letter.
Duration of the Processing	<p>Processing is typically complete within 7 days, however there is a potential for service teams to request Notify to retain their notification data for up to 90 days so they can subsequently respond to their Users queries about messages they were sent in the past.</p> <p>Third party suppliers to Notify, that distribute the notifications will retain the data for up to 12 months for audit and billing purposes - see the Retention Periods table in Schedule 3 for details.</p>
Nature and purposes of the Processing	<p>Notify collects Personal Data only for the purposes of Processing notifications and reporting on the success or failure of delivery.</p> <p>Notify uses a number of third party suppliers to distribute the notifications to recipients.</p> <p>Once the relevant retention period has been reached, Notify data is deleted from Notify and from the third party suppliers.</p> <p>While Notify holds data, service teams that have provided the data in their role of Controller, can see the data within Notify and access the delivery outcomes.</p> <p>The purposes for sending notifications to public sector service Users are many and varied, but generally fall into the categories of progress updates about transactions, reminders</p>

	of appointments or renewals, alerts about guidance changes or events.
Type of Personal Data	<p>All notifications will contain either an email address, a mobile phone number, or a physical address.</p> <p>Additionally there can be personalisation in the notifications, which can include people's names, reference numbers, dates of events / appointments etc.</p>
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), elected officials, customers/clients, suppliers, patients, students/pupils, members of the public, Users of public sector organisations websites.
Plan for return or destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	Personal Data is automatically deleted at the end of the data retention period, which for Notify and its third party providers ranges between 3 days and 12 months - see the Retention Periods table in Schedule 3 for details. This is the case as part of routine Processing, and at termination of this Agreement.