

<b>Document Reference</b>	GDS/GOV.UK PaaS/MOU
<b>Author</b>	Abisola Omoyayi
<b>Version</b>	1.5
<b>Version Date</b>	17/11/2020
<b>Next Review Date</b>	11/2021

## Policy Approved By

<b>Signature</b>	
<b>Print Name</b>	Mark Buckley
<b>Position</b>	GOV.UK PaaS Product Manager
<b>Date</b>	09/01/2020

## Version History

<b>Version</b>	<b>Date</b>	<b>Description</b>
0.1 (Pre-Release)	N/A	Pre-release Drafts
1.0 (Release)	13/01/2017	Approved
1.1	25/05/2018	Amendments to data policy and signature section added
1.2	25/10/2018	Change to Product Manager
1.3	17/01/2019	Amendments to Product Manager details, Policy Approver details, policies, contract language and Annex A
1.4	09/01/2020	Amendment to Product Manager details
1.4	17/11/2020	Amendment to Product Manager details

## Links and Dependencies

GOV.UK PaaS - Terms of Use - <a href="https://www.cloud.service.gov.uk/terms-of-use">https://www.cloud.service.gov.uk/terms-of-use</a>
GOV.UK PaaS - Support Plan

# **Memorandum of Understanding**

**BETWEEN:**

**GOVERNMENT DIGITAL SERVICE (“GDS”),  
A DIVISION OF THE CABINET OFFICE**

**AND**

**[Organisation name]**

**[DATE]**

## **TABLE OF CONTENTS**

- 1. *Introduction***
- 2. *Definitions***
- 3. *The Services***
- 4. *Detailed terms of the agreement***
- 5. *Schedule A – Services***
- 6. *Schedule B - Relying Party Responsibilities***
- 7. *Annex A - sub-processors***

## 1. Introduction

- 1.1. This document sets out the agreement between GDS and the Tenant in relation to the use of GOV.UK Platform as a Service (PaaS), a digital Government as a Platform component that hosts government services and applications.
- 1.2. GOV.UK PaaS is currently in [beta](#) which means that the service is being continually tested and improved on the basis of feedback from Tenants until it is ready to go live.

## 2. Definitions

**2.1 In this MoU, including the Introduction, the following capitalised terms will have the following meanings:**

**GDS** means the Government Digital Service, which is a part of the Cabinet Office.

**GOV.UK PaaS** means GOV.UK Platform as a Service, the digital Government as a Platform component that enables hosting of government apps/services.

**Tenant** means the government organisation owner of apps/services hosted on GOV.UK PaaS.

**Party** means either the Cabinet Office or Tenant department.

**MoU** means Memorandum of Understanding.

**ToU** means Terms of Use.

**Service** means the government service or services run by the Tenant that will be hosted on GOV.UK PaaS.

**Data Protection Legislation** (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal Data and privacy; (iii) all applicable Law about processing of personal data and privacy.

**Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the Protection of Personal Data.

**Data Protection Officer:** takes the meaning given in the Data Protection Legislation.

**DPA 2018** means the Data Protection Act 2018

**GDPR:** the General Data Protection Regulation (*regulation (EU) 2016/679*)

**Processing** takes its meaning given in the Data Protection Legislation.

**Personal Data** takes the meaning given in the Data Protection Legislation

**Personal Data Breach** takes the meaning given in the Data Protection Legislation

**Processor** takes the meaning given in the Data Protection Legislation

**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 such measures adopted by it.

**sub-processor** means any entity contracted by GDS to provide services which relate to GOV.UK PaaS, including cloud service providers. sub-processors are listed in Annex A of this document.

**Service Data** means any data, other than personal data as defined in applicable Data Protection Legislation, that the Tenant places on GOV.UK PaaS as part of their Service or Services, including but not limited to, application source code; application assets and other application resources.

**Service Personal Data** means any personal data, as defined by Data Protection Legislation that the Tenant places on GOV.UK PaaS as part of their Service or Services.

**Admin Personal Data** means personal data, as defined in Data Protection Legislation that GDS processes in order to administer GOV.UK PaaS, about the Tenant's employees and or authorised users (such as consultants; contractors and managed service providers) who are authorised administrators of GOV.UK PaaS for the Service

**Total Claim Losses** means the total claim losses for any claim comprising both parties reasonable costs of paying for lawyers and other experts to defend the claim; any Losses, damages or other monetary compensation or fines awarded as a result of the claim; and any Third Party legal costs that either party is required to pay as a result of the claim;

**Change Notice** means a notice given by GDS to the Tenant to propose changes to this MoU; accompanying ToU and/or individual Annexes within the MoU and/or ToU documents.

**Change Date** means the date specified by GDS where the changes from a Change Notice come into force. The Change Date must be at least 30 days after the date of the Change Notice.

### **3. Services and Standards**

- 3.1. GDS will, at minimum, provide the Tenant with the services set out in Schedule A to this MoU. Additional GOV.UK PaaS features will be developed iteratively.
- 3.2. The Tenant will fulfil the responsibilities set out in Schedule B to this MoU.

## **4. Detailed terms of the MoU**

### **4.1. Charging**

4.1.1. GDS will wholly pass on only those charges it incurs for the cost of hosting the Tenant's application, including, but not limited to:

- cloud infrastructure costs - such as RAM; storage and compute;
- running backing services - such as databases and load balancers;
- capacity management required to ensure Tenant application availability during maintenance and outage periods;
- backup services; and
- data transfer costs.

4.1.2. GDS will absorb the costs for the iteration; maintenance and support of the GOV.UK PaaS service itself.

### **4.2. Liabilities for actions**

4.2.1. Each party shall ensure that its employees and representatives comply with relevant laws including all applicable Laws relating to the processing of personal data and privacy/Data Protection Laws/GDPR.

4.2.2. If financial penalties are imposed by the Information Commissioner's Office for a breach of personal data (a "Data Breach"), then the following will occur:

- if GDS is responsible for the relevant breach, in that it is caused as a result of the team's actions or inaction of the GOV.UK PaaS team or a Sub-Processor, or systems and procedures controlled by GDS or a Sub-Processor, then GDS will be responsible for the payment of these financial penalties. In this case, GDS will conduct an internal audit and engage when necessary, at its sole cost, an independent forensic investigator to conduct a thorough audit of any such data incident.
- if the Tenant service is responsible for the relevant breach, in that it is not a breach that GDS is responsible for, then the Tenant will be responsible for the payment of these financial penalties. GDS will provide to the Tenant and its forensic investigators and auditors, on request and at the Tenant's sole cost, full cooperation and access to conduct a thorough audit of such data incident.
- if responsibility is unclear, then GDS and the Tenant will work together to investigate the relevant data incident and allocate



responsibility for any financial penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the data breach can be apportioned.

- If either the Tenant or GDS is the defendant in a legal suit brought by a third party related to such a data breach, then unless the parties agree otherwise, the party that is determined by the final decision of a court of competent jurisdiction (“the Court”) or the ICO to be responsible for the breach shall be liable for the Total Claim Losses arising from such breach. Where both parties are liable the liability will be apportioned between the parties in accordance with the decision of the court or the ICO as the case may be.
- Any such data breach will be grounds for immediate termination of this MoU.

#### 4.3. **Governance**

- 4.3.1. The relationship between GDS and the Tenant relating to GOV.UK PaaS shall be managed primarily through bilateral engagement between the relevant Tenant team or teams and the GOV.UK PaaS team.
- 4.3.2. Where escalation is necessary, it may be requested by either GDS or the Tenant. The GDS escalation route is outlined in the GOV.UK PaaS Terms of Use.
- 4.3.3. The Tenant escalation route is:
  - 
  - 
  -

#### 4.4. **General Security Considerations**

- 4.4.1. Both GDS and the Tenant are responsible for compliance with relevant security standards including, but not limited to: government security accreditation.
- 4.4.2. GDS is responsible for the security of the GOV.UK PaaS.
- 4.4.3. The Tenants are responsible for the security and integrity of their service and applications, including any data possessed or otherwise stored; processed or transmitted, in compliance with applicable Data Protection Legislation/GDPR.
- 4.4.4. GOV.UK PaaS has been assured by the Cabinet Office Senior Information Risk Owner (SIRO) and its information and security risk is deemed to be appropriate for data classified as ‘official.’ Tenants are responsible for ensuring any data they store does not exceed this classification.

- 4.4.5. GDS will maintain GOV.UK PaaS's government security accreditation through the life of the platform, and provide proof on request.
- 4.4.6. The Tenant will share proof of its government security accreditation with the GOV.UK PaaS team on request.
- 4.4.7. If either party loses its government security accreditation then this will be grounds for the immediate termination of this MoU.

#### 4.5. **Freedom of Information (FOI) and Parliamentary Questions (PQs)**

- 4.5.1. GDS will hold Service Data and Service Personal Data on behalf of the Tenant for the purposes of s3(2)(a) Freedom of Information Act 2000 ("FOIA"). As such, the Tenant will have primary responsibility for responding to any request for information under FOIA which relates to the Service Data or Service Personal Data.
- 4.5.2. If GDS receives a FOI request which relates to the Tenant's business, it shall, where possible, pass that FOI request to the Tenant for processing.
- 4.5.3. If either party receives a request for information under FOI, EIR or as a Parliamentary Question (PQ), it may request the other party to provide any relevant information. Following any such request, the parties shall exchange data which either party holds and is required by the other party within two working days of a request.
- 4.5.4. Either party will consult with the other party prior to publishing any information relating to the other party.
- 4.5.5. Parliamentary Questions (PQs), being part of parliamentary proceedings, will not be treated as requests for information under FOIA. The parties agree that any redactions required by the Tenant / GDS shall comply with agreed Tenant / GDS disclosure policies.
- 4.5.6. Where GDS holds Tenant data or information, the Cabinet Office shall comply with the Tenant policy on release of data and / or information and in accordance with applicable Data Protection Legislation/GDPR.

#### 4.6. **Intellectual Property**

- 4.6.1. The parties recognise that all copyright and database rights developed during provision of the Services will be Crown copyright and/or Crown database right (as appropriate) held by the Controller of Her Majesty's Stationery Office.

#### **4.7. Termination**

- 4.7.1. This MoU will remain in force unless terminated:
- with 30 days written notice by either party; or
  - immediately in accordance with clauses 4.3 and/or 4.5 relating to data breaches and the loss of required accreditation.

#### **4.8. Changes to the GOV.UK PaaS MoU or ToU**

- 4.8.1. GDS may propose changes to the GOV.UK PaaS MoU or ToU and/or individual Annexes within the MoU and/or ToU, by giving Change Notice to the Tenant. Any proposed amendment must be reasonable.
- 4.8.2. The changes will come into force on the Change Date specified by GDS in the Change Notice. The Change Date must be at least 30 days after the date of the Change Notice.
- 4.8.3. The changes may come into force prior to the Change Date specified by GDS in the Change Notice by mutual agreement between the GDS and the Tenant.
- 4.8.4. The Tenant may elect to terminate this entire MoU in accordance with clause 4.7 after receiving a Change Notice. The Change Notice will not bind the Tenant if termination of this MoU is effective before the Change Date.
- 4.8.5. GDS will establish and manage a configuration version control system for the GOV.UK PaaS MoU and ToU documents.

#### **4.9. Agreement Management and Notices**

- 4.9.1. Each party will nominate an Agreement Manager to act as a point of contact for the other party on matters relating to this MoU. All notices relating to this MoU should be sent to the relevant party's Agreement Manager, by email, fax or post.
- 4.9.2. Either party may nominate a new Agreement Manager at any time, by providing full contact details for the new Agreement Manager to the other party's Agreement Manager.

The Agreement Managers as from the date of this MoU will be:

For GDS:           Name: Mark Buckley  
                          Title: Product Manager, GOV.UK Platform as a Service (PaaS)  
                          Email: mark.buckley@digital.cabinet-office.gov.uk  
                          Address: The White Chapel Building, 10 Whitechapel High Street,  
                                  London, E1 8QS

For the Tenant: Name:  
                          Title:  
                          Email:  
                          Phone:  
                          Fax:  
                          Address:

#### 4.10.   **Governing Law and Dispute Resolution**

- 4.10.1.   This Memorandum sets out a formal agreement between two Crown bodies. The parties agree that it will have no legal effect between them.
- 4.10.2.   Any dispute concerning this Memorandum will be resolved by negotiation between appropriately senior officers in the Tenant's department and the Cabinet Office, as set out in the escalation procedure above.

### 5.   **Schedule A – Services**

- 5.1.   GOV.UK PaaS hosts Tenant applications and Services and reduces the technical burden on Tenants to develop and maintain cloud hosting infrastructure.
- 5.2.   The Service that GDS provides will be improved iteratively. It will, at a minimum, provide:
  - 5.2.1.   A supported platform for Tenants to host their apps/services on.
  - 5.2.2.   Operational support for GOV.UK PaaS that ensures technical and security issues affecting the platform are addressed in timely fashion, including 24 hour support for critical issues. See the GOV.UK PaaS support plan for further information.

### 5.3. Support arrangements

- 5.3.1. GOV.UK PaaS will provide the Tenant with access to a ticketing system through which its admin users can request technical support. The ticketing system will enable the Tenant to indicate the priority level of an issue raised with GOV.UK PaaS. See [GOV.UK PaaS support and response times](#) for further information.
- 5.3.2. General users of the Tenant's Service will not have access to support provided by GOV.UK PaaS.

### 5.4. Data handling

- 5.4.1. **GDS will be a Data Processor on behalf of the Tenant under Data Protection Legislation for any Service Personal Data.** Accordingly, GDS will comply with the provisions of this clause, and ensure that its Sub-Processors comply with the same provisions, as though references to GDS in this clause were to the Sub-Processors
- 5.4.2. **GDS will be a Data Controller for any Admin Personal Data,** and will process this data in accordance with its obligations under Data Protection Legislation/GDPR. See the [GOV.UK PaaS privacy policy](#) for further information.
- 5.4.3. GDS will not disclose any Service Data; Service Personal Data or Admin Personal Data to any outside organisation other than sub-processors unless permitted by the Tenant or by law.
- 5.4.4. The Sub-Processors who may process Service Data; Service Personal data or Admin Personal Data on behalf of GOV.UK PaaS. Sub-Processors as at the date of signature of this Agreement are attached to this document in Annex A.
- 5.4.5. GDS will not retain any Service Personal Data for any longer than 1 year following termination of this MOU.
- 5.4.6. GDS will not retain any Service Data for longer than 1 year following the termination of this MOU.
- 5.4.7. GDS will process any Service Data or Service Personal Data only as set out in this MoU or on the instructions of the Tenant;
- 5.4.8. GDS will process and retain Admin Personal Data only as set out in the [GOV.UK PaaS privacy policy](#);
- 5.4.9. GDS will comply with the obligations as set out in Data Protection Legislation/GDPR and in particular will implement appropriate technical and organisational measures to protect any Service Personal 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 Service Personal Data and having regard to the nature of the Service Personal Data which is to be protected;

- 5.4.10. GDS will implement appropriate technical and organisational measures to protect any Service 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 Service Data and having regard to the nature of the Service Data which is to be protected;
- 5.4.11. GDS will take reasonable steps to ensure that any operational GOV.UK PaaS team member will have appropriate security clearance.
- 5.4.12. GDS will ensure that all Personnel required to process the Service Personal Data and Service Data are informed of GDS's obligations under this MoU with regard to the security and protection of Service Personal Data and Service Data and that those obligations are complied with;
- 5.4.13. GDS will ensure that no Personnel publish, disclose or divulge any of the Service Personal Data or Service Data to any third party unless directed in writing to do so by each of the Parties;
- 5.4.14. GDS will notify the Tenant within five working days if it receives a complaint or request relating to the Parties' obligations under the Data Protection Legislation;
- 5.4.15. If it receives a subject access request under the Data Protection Legislation, or any complaint in relation to GOV.UK PaaS, GDS will inform the complainant or requester that the Tenant is the Data Controller and ask the user to contact the Tenant; and
- 5.4.16. GDS will not process any Service Personal Data or Service Data outside the European Economic Area without the Tenant's written permission.
- 5.4.17. GDS shall comply at all times with Data Protection Legislation and shall not perform its obligations under this MoU in such a way as to cause the Tenant to breach any of its applicable obligations under the Data Protection Legislation and any other applicable law, in particular the Human Rights Act 1998 and the common law of confidentiality.

## **6. Schedule B – Tenant Responsibilities**

- 6.1. The Tenant has a number of responsibilities in relation to its use of GOV.UK PaaS. These are set out below.
- 6.2. The Tenant is responsible for:
  - 6.2.1. The continued technical and user support of their application/Service.
  - 6.2.2. The security and integrity of their application/Service.
  - 6.2.3. Any technical integration work to deploy its application/Service onto GOV.UK PaaS and adhering to the guidance set out in the GOV.UK PaaS Documentation.
  - 6.2.4. Implementing suitable analytics to assist with the improvement of GOV.UK PaaS.
  - 6.2.5. Informing the GOV.UK PaaS team of any identified technical or security issues that relate to or affect GOV.UK PaaS or may as soon as possible, and in any event no later than 48 hours after the issue is discovered. The Tenant will also assist with any investigations relating to any such issues.
  - 6.2.6. Providing contact details for key personnel to whom notifications should be sent in the event of an issue with GOV.UK PaaS.
  - 6.2.7. Not doing anything which would, or would be likely to, affect the security or integrity of GOV.UK PaaS or the systems of any sub-processor.
- 6.3. **Data handling**
  - 6.3.1. The Tenant remains the Data Controller, as defined in the Data Protection Act/GDPR, in relation to Service Personal Data.
  - 6.3.2. GDS remains the Processor as defined in the Data Protection Act/GDPR in relation to Service Personal Data
  - 6.3.3. GDS remains the Controller as defined in the Data Protection Act/GDPR in relation to Admin Personal Data.

**AS WITNESS** of which the parties have set their hands on the day and year first above written

**SIGNED** for and on behalf of  
**THE MINISTER FOR THE CABINET OFFICE**

By:

Name:

Title:

Date:

\_\_\_\_\_

**SIGNED** for and on behalf of

**THE DEPARTMENT**

By:

Name:

Title:

Date:

\_\_\_\_\_



## Annex A – Sub-Processor

The Sub-Processor's for GOV.UK PaaS.

List complete as at 23 January 2019.

Organisation	Function	Data Processed	Location of data	Location of support
Amazon Web Services	IaaS provider for GOV.UK PaaS	Service Data; Service Personal Data; Admin Personal Data	EEA: Dublin & London	Primarily EEA plus other geographical locations for out of hours support
Atlassian Pty Ltd (Statuspage)	Provider for GOV.UK PaaS	Service Data; Service Personal Data;	US	US based
Zendesk	Provider for GOV.UK PaaS	Service Data; Service Personal Data;	US	US based
Google	Provider for GOV.UK PaaS	Service Data; Service Personal Data; Admin Personal Data	EEA/US	Primarily EEA plus other geographical locations for out of hours support
Aiven.IO	Provider for GOV.UK Paas	Service Data; Service Personal Data;	EEA	Finland

## **Data Processing Agreement**

### **1. DATA PROTECTION**

1.1. This Data Processing Agreement forms part of the MOU relating to GOV.UK PaaS Personal Data Processing

1.2. Within this Data Processing Agreement:

1.2.1. **"Data Protection Laws"** means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 and any national derogations or implementations which may be enacted into the laws of the United Kingdom from time to time ("**GDPR**") (as applicable) and all applicable Laws relating to the processing of personal data and privacy;

1.2.2. **"Data Breach"** means a breach of the applicable Data Protection Laws in respect of Personal Data;

1.2.3. **"Data Protection Impact Assessment"** means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data; and;

1.2.4. **"Data Controller"**, **"Data Processor"**, **"Data Subject"**, **"Personal Data"** and **"Processing"** shall have the same meanings as in the Data Protection Laws and **"Processed"** and **"Process"** shall be construed in accordance with the definition of **"Processing"**.

1.3. The parties shall at all times comply with applicable Data Protection Laws in the Processing of Personal Data. With respect to the GDPR the parties shall comply with their respective obligations under the MOU as from the effective date of the applicable provision of the GDPR provided that the parties shall use all reasonable endeavours to comply with those obligations prior to such date.

1.4. The Tenant acknowledges that GDS will act as a Data Processor in respect of the Processing of Service Personal Data on its behalf in the course of PAAS. The subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject are set out in this MOU.

1.5. GDS & Tenants shall offer all reasonable assistance to each other in the preparation of any Data Protection Impact Assessment. Such assistance may, at the discretion of the Relying Party, include:

1.5.1. A systematic description of the envisaged processing operations and the purpose of the processing;

1.5.2. An assessment of the necessity and proportionality of the processing operations in relation to the Services;

1.5.3. As assessment of the risks to the rights and freedoms of Data Subjects; and

- 1.5.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.6. GDS will take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Personal Data, as strictly necessary to perform the Services in the context of that individual's duties to GDS, ensuring that all such individuals:
  - 1.6.1. are informed of the confidential nature of the Personal Data;
  - 1.6.2. have undertaken appropriate training in relation to Data Protection Laws;
  - 1.6.3. are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and
  - 1.6.4. are aware of the GDS' obligations in relation to data protection under this MOU;
- 1.7. Where Personal Data is Processed by GDS, its agents, sub-processor's or employees in GDS's capacity as Data Processor under or in connection with this MOU, GDS shall, and shall procure that its agents, sub-processor's and employees shall:
  - 1.7.1. only Process the Service Personal Data in accordance with instructions from the Tenant, including as set out in this MOU, unless Processing is required by applicable Data Protection Laws to which GDS is subject, in which case GDS shall to the extent permitted by applicable Data Protection Laws inform the Tenant of that legal requirement before the relevant Processing of that Personal Data;
  - 1.7.2. not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party other than its agents, sub-processors or employees in accordance with this MOU, unless specifically authorised to do so in writing by the Tenant;
  - 1.7.3. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
    - 1.7.3.1. the measures required to process data in respect of Personal Data within its scope, pursuant to security measures applied to such data.
    - 1.7.3.2. the pseudonymisation and encryption of the relevant Personal Data;
    - 1.7.3.3. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; and
    - 1.7.3.4. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

- 1.7.4. implement a process for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures for ensuring the security of the Processing. In assessing the appropriate level of security, GDS shall take into account the risks that are presented by Processing, including in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.
- 1.8. Where Personal Data is Processed by a party, its agents, sub-processor's or employees under or in connection with this MOU (the "**Processing Party - GDS**"), shall procure that its agents, sub-processor's and employees:
  - 1.8.1. not do or permit anything to be done which might cause the other party in any way to be in breach of the Data Protection Laws;
  - 1.8.2. cooperate as requested by the other party to enable the other party to comply with any exercise of rights by a Data Subject under the Data Protection Laws in respect of Personal Data processed by the Processing Party under this MOU or comply with any assessment, enquiry, notice or investigation under the Data Protection Laws which shall include the provision of all data requested by the other Party within the timescale reasonably specified by the other Party in each case, and co-operate as requested by the other Party to agree and document operational procedures in connection with the exercise of the rights set out under this clause.
  - 1.8.3. notify the other party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Data Breach or circumstances that are likely to give rise to a Data Breach, providing the other Party with sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Breach under the Data Protection Laws. Such notification shall as a minimum:
    - 1.8.3.1. describe the nature of the Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
    - 1.8.3.2. communicate the name and contact details of the data protection officer or other relevant contact from whom more information may be obtained;
    - 1.8.3.3. describe the likely consequences of the Data Breach; and
    - 1.8.3.4. describe the measures 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 a 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;

- 1.8.4. co-operate with the other party and take such reasonable commercial steps as are directed by the other party to assist in the investigation, mitigation and remediation of a Data Breach;
- 1.8.5. notify the other Party within 5 (five) Working Days if it receives a request from a Data Subject under any Data Protection Laws in respect of the Personal Data, including requests by a data subject to exercise rights in Chapter III of GDPR;
- 1.8.6. co-operate as reasonably requested by the other party to enable the other party to comply with the exercise of such rights by a Data Subject and / or to comply with any assessment, enquiry, notice or investigation under any Data Protection Laws in respect of the Personal Data or this MOU, to include, where reasonable to enable compliance with applicable Data Protection Laws):
  - 1.8.6.1. provision of all data requested by the other party within the timescale specified by the other Party in each case, including full details and copies of the complaint, communication or request and any Personal Data it holds in relation to a Data Subject;
  - 1.8.6.2. where applicable, providing such assistance as is reasonably requested by the other party to enable the other Party to comply with the relevant request within the Data Protection Laws statutory timescales; and
  - 1.8.6.3. implementing such technical and organisational measures as may be reasonably required by the other party to allow the other party to respond effectively to relevant complaints, communications or requests;
- 1.8.7. not process the Personal Data in any country outside the EU/ European Economic Area, other than as set out in this schedule, without the prior written consent of the other party and the following conditions are fulfilled:
  - 1.8.7.1. the Tenant or GDS has provided appropriate safeguards in relation to the transfer, as determined by the Department;
  - 1.8.7.2. the Data Subject has enforceable rights and effective legal remedies;
  - 1.8.7.3. GDS complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Relying Party in meeting its obligations); and
  - 1.8.7.4. GDS complies with any reasonable instructions notified to it in advance by the Tenant with respect to the processing of the Personal Data.
- 1.8.8. cease Processing the Personal Data immediately upon the earlier of termination or expiry of: this MOU; or GOV.UK PaaS processing activity to which it relates, and as soon as possible thereafter, at the other Party's

option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Processing Party shall confirm in writing that this paragraph 1.8.8 has been complied with in full provided that GDS shall be entitled to retain, in such manner as is compliant with Data Protection Laws, such Personal Data as necessary to comply with applicable Laws; and

- 1.8.9. allow for and contribute to audits, including inspections, conducted by the other party or another auditor mandated by the other party to the extent necessary to satisfy applicable Data Protection Laws.
- 1.9. The Processing Party's obligation to notify under paragraph 1.8 shall include provision of further information to the other party in phases, as details become available.
- 1.10. Each party shall cooperate fully with, and assist, the other party in relation to any notifications or approvals that a Party may be required to effect or obtain as Data Controller from a regulator, including without limitation the preparation of supporting documentation to be submitted to the relevant regulator and provision of supporting documentation sufficient to evidence that the party is legally bound by the terms of this MOU.
- 1.11. Each party shall immediately notify the other if it becomes aware that any material complaint, allegation or request is made (including by any regulator) relating to GDS' processing of the Personal Data, and the parties shall provide reasonable co-operation to each other as necessary to investigate and/or respond to such complaint.
- 1.12. In respect of any Processing of Personal Data by sub-processors or agents of a party, that party shall:
  - 1.12.1. carry out adequate due diligence on such third party or sub-processor to ensure that it is capable of providing the level of protection for the Personal Data as is required by this MOU, and provide evidence of such due diligence to the other party where reasonably requested by the other Party or requested by a regulator; and
  - 1.12.2. ensure that a suitable MOU is in place with the third party or sub-processor including as may be required under applicable Data Protection Laws.
- 1.13. GDS shall designate a Data Protection Officer as required by the Data Protection Laws. The GDS Data Protection Officer can be contacted at: [DPO@cabinetoffice.gov.uk](mailto:DPO@cabinetoffice.gov.uk)
- 1.14. GDS may, at any time on not less than 30 Working Days' notice, revise this schedule 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 this Agreement).

The parties agree to take account of any guidance issues by the Information Commissioner's Office (the "**ICO**"). The Relying Party may on not less than 30 Working Days' notice to GDS amend this Agreement to ensure that it complies with any guidance issued by the ICO.

## Annex B – Personal data retention times

Organisation	Personal Data retention time (where the Tenant is the data controller)	Admin Personal Data retention time (where GOV.UK PaaS is the data controller)
GOV.UK PaaS	35 days	1 - 2 years
Amazon Web Services	35 days	35 days
Atlassian Pty Ltd (Statuspage)	45 days	n/a
Zendesk	n/a	1 - 2 years
Google	n/a	180 days from termination of contract, by request
Aiven.IO	Information is available for 7, 14 or 30 days after the instance has been deleted in the form of a backup.	This is configurable by GOV.UK PAAS



## Schedule of Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the processing	Public Sector employees and contractors.
Duration of the processing	Not longer than 35 days after withdrawal of consent.
Nature and purposes of the processing	The legal basis for processing is 'for the exercise of any functions of the Crown, a Minister of the Crown or a government department' as a public task.
Type of Personal Data	<ul style="list-style-type: none"> <li>• Email address</li> <li>• User password hash</li> <li>• Mobile phone number</li> <li>• Organisational information of the user</li> <li>• IP address</li> </ul>
Categories of Data Subject	Public Sector employees and/or contractors in service teams using GOV.UK PaaS.
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	Secure destruction of data is automatically undertaken 35 days after the withdrawal of consent.