

**Definitions:-**

**Data Controller:**  shall have the same meaning as set out in the Data Protection Legislation.

**Data Processor:**  shall have the same meaning as set out in the Data Protection Legislation.

**Data Protection Legislation:**  the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

**Data Subject:**  shall have the same meaning as set out in the Data Protection Legislation.

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

**Personal Data:**  shall have the same meaning as set out in the Data Protection Legislation.

**1.**  **DATA PROCESSING**

**1.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This *Clause* is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation. In this *Clause*, **Applicable Laws** means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

**1.2** The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Supplier is the Data Processor. Appendix A – GDPR (if applicable) sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

**1.3** Without prejudice to the generality of Clause 1.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.

**1.4** Without prejudice to the generality of Clause 1.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

**(a)**  process that Personal Data only on the written instructions of the Authority (as set out in the Contract Specification (buyer you may need to rename this section as required depending on the form of contract you are using, the specification may be referred to as another name i.e. service requirement) and Appendix A - GDPR, if applicable),unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is so required, it shall promptly notify the Authority before processing the Personal Data, unless prohibited by the Applicable Laws;

**(b)**  ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);

**(c)**  not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

**(i)**  the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;

**(ii)**  the Data Subject has enforceable rights and effective remedies;

**(iii)**  the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

**(iv)**  the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

**(d)**  notify the Authority immediately if it receives:

**(i)**  a request from a Data Subject to have access to that person’s Personal Data;

**(ii)**  a request to rectify, block or erase any Personal Data;

**(iii)**  receives any other request, complaint or communication relating to either Party’s obligations under the Data Protection Legislation (including any communication from the Information Commissioner);

**(e)**  assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority’s obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

**(f)**  notify the Authority immediately [and in any event within 24 hours] on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;

**(g)**  at the written direction of the Authority, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by the Applicable Laws to store the Personal Data;

**(h)** maintain complete and accurate records and information to demonstrate its compliance with this Clause 1.1 -1.8 and allow for audits by the Authority or the Authority’s designated auditor;

**1.5** The Supplier shall indemnify the Authority against any losses, damages, cost or expenses incurred by the Authority arising from, or in connection with, any breach of the Supplier’s obligations under this Clause 1.1-1.8.

**1.6** Where the Supplier intends to engage a Sub-Contractor and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

**(a)**  notify the Authority in writing of the intended processing by the Sub-Contractor;

**(b)**  obtain prior written consent to the processing;

**(c)**  ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this Clause 1.1-1.8

**1.7** Either party may, at any time on not less than 30 Working Days’ written notice to the other party, revise this Clause 1 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).

**1.8** The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.