

DATA PROTECTION

In respect of the Processing of Personal Data by the Supplier or the Supplier's personnel under or in connection with the Contract, the Supplier shall, and shall procure that the Supplier's personnel shall:

1. only Process the Personal Data to the extent required to provide the Services in accordance with the terms of the Contract or otherwise in accordance with documented instructions of the Company from time to time;
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 unless specifically authorised to do so in writing by the Company;
3. implement appropriate technical and organisational measures to:
 - a. protect Personal Data against unauthorised or unlawful Processing and against accidental or unlawful loss, destruction, damage, alteration or disclosure,
 - b. comply with Data Protection Legislation, and
 - c. ensure the protection of the rights of the Data Subject;
4. ensure that all of the Supplier's personnel engaged in the provision of the Services have entered into confidentiality agreements with the Supplier and shall further ensure that such personnel are made aware of and observe the Processor's obligations under the Contract with regard to the security and protection of Personal Data;
5. Process the Personal Data in accordance with the Data Protection Legislation (as applicable) and not do or permit anything to be done which might cause the Company in any way to be in breach of the Data Protection Legislation;
6. provide written evidence of the Supplier's compliance with Data Protection Legislation as may be requested by the Company from time to time;
7. cooperate and assist, as requested by the Company, and put appropriate technical and organisational measures in place to enable the Company to comply with any exercise of rights by a Data Subject under the Data Protection Legislation (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject's Personal Data);
8. not process the Personal Data anywhere outside the European Economic Area without the prior written consent of the Company (and subject then, in the event of any transfer outside the European Economic Area, to the execution of any document or agreement which, in the reasonable opinion of the Company, is required in order to lawfully effect any such transfer of Personal Data);
9. at the request of the Company or any competent regulatory or supervisory authority, submit for audit the Processing activities (and related facilities) carried out pursuant to the Contract which shall be carried out by the Company, its authorised representatives (bound by a duty of confidentiality) and/or representatives of the relevant regulatory or supervisory authority; and
10. cease Processing the Personal Data immediately upon the termination or expiry of the Contract or, if sooner, the Services to which it relates and as soon as possible thereafter, at the Company'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 Supplier shall confirm in writing that this condition has been complied with in full. The provisions of this condition shall not apply to the extent the Supplier is obliged by applicable law to keep copies of the Personal Data.

The Supplier shall notify the Company as soon as reasonably practicable and in any event within twenty-four (24) hours of:

1. any legally binding request for disclosure of Personal Data by a law enforcement or other competent authority unless prohibited by law from doing so;

2. any request received directly from a Data Subject without responding to that request, unless required by law or it has been otherwise authorised by the Company to do so;
3. receiving any correspondence, notice or other communication whether orally or in writing from the Information Commissioner's Office, any other relevant data protection regulator or any other regulator or person, relating to the Personal Data; and/or
4. becoming aware of a breach of the provisions of this condition.

Without prejudice to any other provision of the Contract, the Company may, on reasonable notice, request a detailed written description of:

- i) the technical and organisational methods employed by the Supplier and any sub-Processors (if any) for the Processing of Personal Data; and/or
- ii) the Processing activities carried out by the Supplier on behalf of the Company containing at least the amount of detail required by Article 30(2) of the GDPR. Within ten (10) days of receipt by the Supplier of the Company's written request (which shall include a detailed description of the Company's requirements), the Supplier shall deliver a written report to the Company in sufficient detail that the Company can reasonably determine whether or not any applicable Personal Data is being or has been Processed in compliance with the Data Protection Legislation and in accordance with the Contract.

Without prejudice to the other provisions of this condition, if the Supplier or any member of the Supplier's personnel becomes aware of any Data Protection Incident, then the Supplier shall promptly (but in any event within twenty-four (24) hours of discovery) notify the Company by telephone and by email. The Supplier shall, at no additional cost to the Company, provide the Company with all resources, assistance and cooperation as are required by the Company for the Company to notify the Information Commissioner's Office and any other relevant data protection regulator (or analogous body in any other relevant jurisdiction and any bodies which may succeed or replace them from time to time) of such Data Protection Incident and for the Company to provide such reports or information as may be requested by them in relation to such Data Protection Incident and/or for the Company to notify the relevant Data Subjects of such Data Protection Incident, as applicable.

The Supplier shall, at no additional cost to the Company, provide the Company with all resources and assistance as required by the Company for the Company to discharge its duties pursuant to Articles 35 and 36 GDPR including, but not limited to, promptly at the request of the Company providing information in respect of any data protection impact assessment which the Company conducts.

Where the Supplier sub-contracts any of its obligations under this condition 14, with the consent of the Company, it shall do so only by way of written agreement with the sub-Processor which imposes the same obligations on the sub-Processor as are imposed on the Supplier under this condition 14. The Supplier shall inform the Company of any sub-Processor in advance. In any event, the Supplier shall be liable for the acts and omissions of its agents, personnel and sub-Processors as if they were its own acts and omissions.

For the purposes of this condition:

1. the terms "Processor", "Personal Data", "Data Subject" and "Processing" shall have the same meanings as in the Data Protection Legislation and "Processed" and "Process" shall be construed accordingly;
2. "Data Protection Legislation" means:
 - a. the EU Data Protection Directive 95/46/EC;
 - b. the EU ePrivacy Directive 2002/58/EC (the "ePrivacy Directive"); any relevant transposition of, or successor or replacement to, those laws including without limitation when they come into force, the General Data Protection Regulation

(Regulation (EU) 2016/679) (“GDPR”) and the successor to the ePrivacy Directive, and all other applicable laws, regulations and codes of conducts in any relevant jurisdiction relating to the Processing of Personal Data, as may be amended from time to time; and

- c. “Data Protection Incident” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

Also, you may want to consider a Confidentiality clause:

CONFIDENTIALITY

The Supplier shall treat as confidential and shall not disclose to any third party without the prior written consent of the Company the existence of and/or the terms of the Contract and any information obtained from the Company or otherwise obtained in connection with the Contract (“Confidential Information”).

The Supplier shall not use the Confidential Information for any purpose other than performance of its obligations under the Contract.

The two points above shall not apply to any information to the extent that it:

1. is or shall become part of the public domain otherwise than in consequence of any breach of the obligations in this clause or any other duty or obligation of confidence; or
2. is already in the Supplier’s possession and not under any obligation or duty of confidence.

The obligations of confidence contained in this clause shall continue after expiry or earlier termination of the Contract.