



Optional Terms and Conditions.

G-CLOUD 15

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Introduction

The following terms and conditions will be embedded in the "SUPPLIER TERMS" section of the Framework Schedule 6 Order Form where appropriate to the specific order.

Data Processing Agreement

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Principal Agreement") between The Supplier (also known as "The Data Processor") and The Buyer (together as the "Parties")

WHEREAS

- (A) The Buyer acts as a Data Controller.
- (B) The Buyer wishes to subcontract certain Services, which imply the processing of personal data, to The Data Processor.
- (C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalised terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all Schedules;

1.1.2 "Company Personal Data" means any Personal Data Processed by The Data Processor on behalf of The Buyer pursuant to or in connection with the Principal Agreement;

1.1.3 "Contracted Processor" means a Subprocessor

1.1.4 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 "EEA" means the European Economic Area;

1.1.6 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.8 "Data Transfer" means:

1.1.8.1 a transfer of Company Personal Data from The Buyer to a Contracted Processor; or

1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9 "Services" means the _____ services The Data Processor provides.

1.1.10 "Subprocessor" means any person appointed by or on behalf of The Data Processor to process Personal Data on behalf of The Buyer in connection with the Agreement.

1.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1 The Data Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

2.1.2 not Company Buyer Personal Data other than on the relevant Company's documented instructions.

2.2 The Buyer instructs The Data Processor to process Company Personal Data.

3. The Data Processor Personnel

The Data Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have

access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 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, The Data Processor shall in relation to The Company Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, The Data Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 The Data Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorised by The Buyer.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, The Data Processor shall assist The Buyer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of The Buyer obligations, as reasonably understood by The Data Processor, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 The Data Processor shall:

6.2.1 promptly notify The Buyer if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of The Buyer or as required by Applicable Laws to which The Data Processor is subject, in which case The Data Processor shall to the extent permitted by Applicable Laws inform The

Buyer of that legal requirement before the The Data Processor responds to the request

7. Personal Data Breach

7.1 The Data Processor shall notify Company without undue delay upon The Data Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow The Buyer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 The Data Processor shall co-operate with The Buyer and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

The Data Processor shall provide reasonable assistance to The Buyer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, The Data Processor.

9. Deletion or return of Company Personal Data

9.1 Subject to this section 9 The Data Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.

9.2 The Data Processor shall provide written certification to Company that it has fully complied with this section 9 within 10 business days of the Cessation Date.

10. Audit rights

10.1 Subject to this section 10, The Data Processor shall make available to The Buyer on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by The Buyer or an auditor mandated by The Buyer in relation to the Processing of The Buyer Personal Data by The Data Processor.

10.2 Information and audit rights of The Buyer only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1 The Data Processor may not transfer or authorise the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of The Buyer. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

12.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that: (a) disclosure is required by law; (b) the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address

