

DATA PROTECTION ADDENDUM

With effect from the 26th of May 2018 the provisions of this addendum shall apply to any agreement or relationship between the parties.

DEFINITIONS

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

1. COMPLIANCE WITH LEGISLATION

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, each party shall be the Data Processor for Personal Data disclosed to it by the other party, which is the Data Controller of that Personal Data (where **Data Controller, Data Processor, Data Subject and Personal Data** have the meanings as defined in the Data Protection Legislation). Throughout this agreement any obligations of the Data Processor or Data Controller will apply to that party which is the Data Processor or Data Controller in respect of the Personal Data in question.

2. DETAILS OF PROCESSING

- 2.1 The parties agree that the processing activities will include, collection, recording, organisation, storage, retrieval, use, disclosure, dissemination or otherwise making available and any other such activity which is necessary in connection with the agreement between the parties.
- 2.2 The Personal Data processed will concern the following categories of Data Subject:
 - (a) officers, agents, employees or contractors of either party
 - (b) the temporary workers
- 2.3 The Personal Data processed may include the following categories of Personal Data:
 - (a) Identifying personal information such as, full name, date of birth, email address, address, telephone number, National Insurance number and time and attendance record
 - (b) Copies of any licences or qualifications necessary for the role
 - (c) Any information required to be disclosed to ensure compliance with the requirements of the role
 - (d) Any other Personal Data necessary in connection with the agreement between the parties.

2.4 The following sub-processors may have access to the Personal Data:

- (a) Payroll Systems
- (b) Storage Systems
- (c) Confidential Document Destruction
- (d) Data Storage and Backup
- (e) Survey Tools

3. OBLIGATIONS OF THE PARTIES

3.1 Without prejudice to the generality of clause 1.1, each party will ensure that it has all necessary appropriate consents, justifications and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.

3.2 Without prejudice to the generality of clause 1.1, each party shall, in relation to any Personal Data processed in connection with this agreement:

- (a) process that Personal Data only in accordance with Data Protection Legislation.
- (b) ensure that it has in place appropriate technical and organisational measures, 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) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
 - (i) the Data Processor has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Data Processor 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 Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;

- (e) assist the Data Controller, at the Data Controller's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Data Controller without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor.

3.3 Neither party acting as Data Controller consents to the Data Processor appointing any third party processor of Personal Data under this agreement without the prior written consent of the Data Controller.