Data Processing Notice

Definitions:

Arrangement: The Memorandum of Understanding to which this notice pertains as amended or superseded from time to time. References to parties in this notice are references to the parties to the Arrangement.

Data Protection Legislation: (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) is no longer directly applicable in the UK, the GDPR 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.

Permitted Recipients: the parties to the Arrangement, the employees of each party and any third parties engaged to perform obligations in connection with this arrangement.

Personal Data: has the meaning given in the Data Protection Legislation.

Shared Personal Data: the Personal Data to be shared between the parties pursuant to the Arrangement.

1.1 This notice sets out the framework for the sharing of Personal Data between the parties as data controllers (where Data Controller has the meaning defined in the Data Protection Legislation). Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data to facilitate the principles of the Arrangement.

1.2 Each party shall:

1.2.1 comply with all applicable requirements of the Data Protection Legislation;

1.2.2 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the duration and purposes of the Arrangement;

1.2.3 give full information to any data subject whose Personal Data may be processed under the Arrangement of the nature of such processing. This includes giving notice that, on the termination of the Arrangement, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

1.2.4 process the Shared Personal Data only for the purposes of each party complying with their obligations under the Arrangement;

1.2.5 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

1.2.6 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations
of confidentiality) which are no less onerous than those imposed by this notice;

1.2.7 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); and

1.2.8 where both parties are based within the EU, not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Data Discloser has been obtained and the following conditions are fulfilled:

   a) the Data Recipient has provided appropriate safeguards in relation to the transfer;
   b) the data subject has enforceable rights and effective legal remedies;
   c) the Data Recipient complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
   d) the Data Recipient complies with reasonable instructions notified to it in advance by the Data Discloser with respect to the processing of the Personal Data.

1.3 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

   1.3.1 assist the other party, at the cost of the other party, 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;
   1.3.2 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
   1.3.3 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Arrangement unless required by law to store the Personal Data;
   1.3.4 maintain complete and accurate records and information to demonstrate its compliance with this notice; and
1.3.5 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach.

1.4 Each party shall indemnify the other against all direct liabilities, losses, costs, expenses and damages suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.