

Version : 1.02

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# **Data Protection Addendum**

## **December 2021**

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1.1 In this clause:

- 1.1.1 "Data Protection Legislation" shall mean the Data Protection Act 2018 and any other applicable laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time);
- 1.1.2 "Data Subject", "Controller", "International Organisation", "Processor" and "Processing" have the same meaning as in the Data Protection Legislation;
- 1.1.3 "Personal Data" has the meaning set out in the Data Protection Legislation in relation to data Processed under this Agreement;
- 1.1.4 "Regulator" means any independent public authority responsible for monitoring the application of the Data Protection Legislation in the UK or any other member state of the European Union;
- 1.1.5 "Third Country" means any country other than the UK, a European Union Member State or a member of the European Economic Area at the time of transfer of Personal Data; and
- 1.1.6 "the Supplier" refers to Ipllicit Ltd.
- 1.1.7 "the Customer" refers to the person or incorporated entity whose name and address is set out in Schedule 1 of the Software Services Subscription Agreement

1.2 For the purposes of the Data Protection Legislation, the Supplier is a Processor acting on behalf of The Customer and, for the purposes of this Agreement:

- 1.2.1 the types of Personal Data are: [financial records and the categories of Data Subjects are: college members, guests, suppliers and customers; and
- 1.2.2 the nature/purpose of the Processing is to enable the Supplier to carry out the services (providing an accountancy application as Software as a Service) and the duration of the Processing shall be the term of this Agreement.<sup>1</sup>

1.3 The Supplier shall comply with its obligations under the Data Protection Legislation and shall, in particular:

- 1.3.1 process the Personal Data only to the extent necessary for the purpose of providing the services and in accordance with The Customer's written instructions (including with respect to transfers of Personal Data to a Third Country or to an International Organisation)<sup>2</sup>;
- 1.3.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular, from accidental or unlawful destruction, loss, alteration,

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<sup>1</sup> Required by Art 28(3) of GDPR

<sup>2</sup> Required by Art 28(3)(a) and Art 29 of GDPR

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unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects<sup>3</sup>;

- 1.3.3 ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality<sup>4</sup>;
- 1.3.4 on request by The Customer and taking into account the nature of the Processing and the information available to the Supplier, assist The Customer in ensuring compliance with its obligations under Articles 32 to 36 of the General Data Protection Regulation (EU) 2016/679 (where applicable) in respect of the Personal Data<sup>5</sup>;
- 1.3.5 The Supplier may transfer Personal Data to a Third Country or an International Organisation provided that it meets the relevant requirements under Articles 44 — 50 of the General Data Protection Regulation.
- 1.3.6 not engage any third party to carry out its Processing obligations under this Agreement without obtaining the prior written consent of The Customer and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data processing obligations equivalent to those set out in this clause<sup>6</sup>;
- 1.3.7 notify The Customer, as soon as reasonably practicable, about any request or complaint received from a Data Subject (without responding to that request, unless authorised to do so by The Customer) and assist The Customer by technical and organisational measures, insofar as possible, for the fulfilment of The Customer's obligations in respect of such requests and complaints<sup>7</sup>;
- 1.3.8 notify The Customer without undue delay on becoming aware of a Personal Data breach<sup>8</sup>;
- 1.3.9 on request by The Customer, make available all information necessary to demonstrate The Customer's compliance with this clause and on reasonable advance notice in writing otherwise permit, and contribute to, audits carried out by The Customer (or its authorised representative) with respect to the Personal Data<sup>9</sup>;
- 1.3.10 on termination or expiry of this Agreement, destroy, delete or return (as The Customer directs) all Personal Data and delete all existing copies of such data unless required by law to keep or store such Personal Data<sup>10</sup>.

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<sup>3</sup> Required by Art 28(1), Art 28(3)(c) and Art 32 of GDPR

<sup>4</sup> Required by Art 28(3)(b) of GDPR

<sup>5</sup> Required by Art 28(3)(f) of GDPR

<sup>6</sup> Required by Art 28(2), 28(3)(d) and 28(4) of GDPR

<sup>7</sup> Required by Art 28(3)(e) of GDPR

<sup>8</sup> Required by Art 33 of GDPR

<sup>9</sup> Required by Art 28(3)(h) of the GDPR

<sup>10</sup> Required by Art 28(3)(g) of the GDPR. This could also be covered as part of a separate "Consequences of termination" clause

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- 1.4 The Customer acknowledges that clause shall not apply to the extent that the Supplier is required by law to Process the Personal Data other than in accordance with The Customer's instructions and the Supplier acknowledges that, in such a case, it must promptly inform The Customer of the relevant legal requirement prior to Processing (unless the law prohibits the provision of such information on important grounds of public interest)<sup>11</sup>.
- 1.5 The Supplier warrants that in carrying out its obligations under this Agreement it will not breach the Data Protection Legislation or do or omit to do anything that might cause The Customer to be in breach of the Data Protection Legislation.
- 1.6 The Customer may, at any time on not less than 30 days' notice, revise this clause by replacing it with any controller to processor standard clauses adopted in accordance with Article 28 of the General Data Protection Regulation.

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<sup>11</sup> Required by Art 28(3)(a) and Art 28(3)(h) of GDPR