

Data Standard

DEFINITIONS

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

1. DATA PROTECTION

- 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. In this clause 1, **Applicable Laws** means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation).
- 1.3 Without prejudice to the generality of clause 1.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this agreement.
- 1.4 Without prejudice to the generality of clause 1.1, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under this agreement:
 - (a) process that Personal Data only on the written instructions of you unless we are required by Applicable Laws to otherwise process that Personal Data. Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
 - (b) ensure that we have 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 your prior written consent has been obtained and the following conditions are fulfilled:
 - (i) you or we have provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) we have complied with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) we have complied with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;
- (e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify you without undue delay on becoming aware of a Personal Data breach;
- (g) at your written direction, delete or return Personal Data and copies thereof to you 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.

- 1.5 Either party may, at any time on not less than 30 days' notice, revise this clause 1.5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 1.6 Our Privacy Policy can be found by clicking here
https://www.qtac.co.uk/downloads/documents/QTAC_GDPR_Privacy-Policy_Feb-2018_External.pdf