

Data Processing Agreement

1. Control and Processing Personal Data

- 1.1.** Where one Party processes personal data on behalf of the other Party, that Party is acting as data processor and the other as data controller
- 1.2.** Where activities under the Agreement involve the sharing of personal data between the Parties where each Party determines the purposes and means of that personal data each Party is acting as data controller.
- 1.3.** The activities under the Agreement involve the following personal data processing:
 - a.** the purpose of the processing shall be limited to the processing of human resourcing information prior to and during the interview process for temporary or permanent employment.
 - b.** the data subjects to which the personal data relates are the candidates for employment (both successful and unsuccessful).
 - c.** the type of personal data processed shall be names, contact details, dates of birth, details of employment history, qualifications and education, bank account or other financial information, National Insurance and Passport numbers, time and attendance details and other information relating to the recruitment and temporary staffing processes.

2. Processing by a Data Processor

- 2.1.** To the extent that one Party is acting as a data processor on behalf of the duration of the data processor's processing under this Agreement shall be limited to the termination or expiry of the Agreement.
- 2.2.** In consideration of each Party agreeing to abide by the obligations set out in this Schedule, each Party undertakes to :
 - a.** only process personal data on behalf of the data controller in accordance with this Schedule and the data controllers written instructions from time to time except where otherwise required by applicable law;
 - b.** implement technical and organisational measures 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, unauthorised disclosure of, or access to, personal data;
 - c.** notify the data controller without undue delay after becoming aware if a personal data breach, such notification shall at least;
 - i.** describe the nature of the personal data breach including where possible data records concerned;
 - ii.** the name and contact details of an individual within the data processors organisation from whom more information can be obtained;
 - iii.** describe the likely consequences of the personal data breach;
 - iv.** describe the measures taken or proposed to be taken by the data processor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects; and
 - v.** where, and in so far as it is not possible to provide the information at the same time, the Information may be provided in phases without undue further delay;

- d. not transfer personal data, or cause or permit personal data to be transferred, outside the European Economic Area without the prior written consent of the data controller, and if such consent is granted only transfer personal data outside the European Economic Area if the data processor has provided appropriate safeguards as required under Data Protection Legislation and on condition that enforceable data subject rights and effective legal remedies for the data subjects are available;
- e. without delay, securely delete or return all personal data to the data controller at the end of the Agreement;
- f. observe and comply at all times with applicable Data Protection Legislation where processing any personal data in connection with the Agreement and to comply with appropriate Data Protection Laws, and to otherwise provide the data controller with such assistance in complying as it may reasonably expect of a diligent data processor;
- g. ensure that any sub-processors whom it has authorised on the agreed Sub-Processor List are subject to appropriate binding legal obligations of confidentiality;
- h. promptly assist the data controller in ensuring compliance with their obligations under Data Protection Legislation taking into account the nature of processing and the information available to the data processor, including providing all reasonable assistance with supervisory authority investigations and any data protection impact assessments which the data controller deems relevant having regard to the processing activities under this Agreement;
- i. make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in this Schedule and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller; and
- j. immediately inform the data controller if, in the data processor's opinion, any instruction of the data controller infringes Data Protection Legislation.

2.3. Where the data processor engages another processor to carry out specific processing activities on behalf of the data controller:

- a. the data processor agrees not to engage another processor without the prior written approval of the data controller and the data processor shall inform the data controller of any intended changes concerning the addition or replacement of other processors, thereby giving the data controller the opportunity to object to such changes;
- b. the data processor will ensure that, prior to the engagement of another processor, the data processor shall:
 - I. undertake due diligence to ensure that the other processor will apply security measures at least as protective of personal data as those required to be applied by the data processor hereunder. It will also audit compliance by the other processor (s) with such measures on an ongoing basis; and
 - II. the data processor has entered into a written agreement with the other processors (s) and which, amongst other protections, contains provision to ensure the security of any personal data which imposes obligations on the other processors (s) which are equivalent to, and no less onerous than, the data processors obligations in this Agreement. In respect of data processing and prohibit further sub-contracting by the other processors(s). The data processor agrees to maintain and enforce such agreement with the other processor (s) throughout the duration of the Agreement. Subject to the terms of this Agreement, the data controller does not agree to any other sub-contracting by the data processor in relation to its personal data. The data processor (s) shall

procure that any personal data transferred between the other processor and the data processor be transferred by secure means agreed by the data processor and the other processors (s) which has security protocols that are at least equivalent to methods which the Parties agree as being secure.

3. Data Controllers

3.1. To the extent that each Party is acting as a data controller:

- a. each Party shall, in respect of personal data shared with the other, ensure that their privacy notices are clear and provide sufficient information to the data subjects for them to understand what of their personal data may be shared with the other Party, the purposes of the data sharing and either the Identity of the other Party or a description of the type of organisation that will receive the personal data;
- b. each Party must ensure it requests processing of personal data on the basis of one or more lawful grounds (Including consent where legally required) and ensure compliance with Data Protection Legislation at all times for the period it remains a data controller in respect of the shared data; and
- c. the Parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with subject access requests, other requests from data subjects who wish to exercise their rights under Data Protection Legislation, or other queries or complaints from individuals.

4. Definitions and Interpretation

4.1. In this Data Protection Schedule

Data Protection Legislation means the Data Protection Act 2018 and, from the date of its becoming applicable, the GDPR together with any national legislation intended to enact, implement or supplement the GDPR (or any part thereof); the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR) and, from the date of its becoming applicable, any legislation intended to replace the PECR and all applicable laws and regulations relating to the privacy, protection or processing of personal data, including where applicable guidance and codes of practice issued by the Information Commissioner and, as applicable, the equivalent of any of the foregoing in any relevant jurisdiction; any changes in data protection laws from time to time;

GDPR means EU General Data Protection Regulation (Regulation (EU) 2016/679); and

The terms **data subject, data controller or controller, data processor or processor, process, processing, personal data** and other words or phrases that have a particular meaning under Data Protection Legislation shall have the same meaning here as it ascribed to them under such Data Protection Legislation.

Party/Parties means one or more of the signatories to the Agreement named in the letter attached.