

Data Processing Agreement

Procurement Resource Limited is committed to protecting and respecting the privacy of its data subjects in which it is collected, handled and processed.

This Data Protection Agreement forms part of the Supplier Service Level Agreement (Contract) between Procurement Resource Ltd (PRL) of **27 Old Gloucester Street, London WC1N 3AX** (Data Controller) and the Supplier (Data Processor).

The Data Controller and the Data Processor may be referred to individually as a "Party" and collectively as the "Parties".

It is necessary for the Data Controller to share personal data with the Data Processor in the European Economic Area (EA) on terms set out in the Agreement. The Data Processor agrees to use the Personal Data within the EA on the terms set out in this Agreement and in accordance with the Contract.

Agreed Terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

a. Definitions

i. UK Data Protection Legislation

means any process of data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any successor legislation.

ii. Applicable Laws

means the Data Protection Legislation, the Human Rights Act 1998, the European Convention on Human Rights and all applicable laws and regulations relating to the processing of the personal data and privacy. Including where applicable the

guidance and codes of practice issued by the information Commissioner, and the equivalent of any of the foregoing in any relevant jurisdiction, for so long as and to the extent that they apply to the Data Processor. References to legislation include any amendments made to those laws from time to time.

iii. **The Contract Services**

means the services the Data Processor are contracted to deliver under the Contract entered into by the Data Controller and the Data Processor.

iv. **Data Protection Authority**

means The Information Commissioner.

v. **Data Protection Legislation**

means 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 all applicable laws and regulations relating to the processing of the personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, and the equivalent of any of the foregoing in any relevant jurisdiction. References to legislation include any amendments made to those laws from time to time.

vi. **Data Security Breach**

means a breach of security leading to the accidental or unlawful destruction, loss, alteration, Unauthorised disclosure of or access to the Shared Personal Data.

vii. **The Personal Data**

means the personal data detailed and to be shared between the Parties Data Controller, Data Processor, Data Subject, Personal Data and Processing shall have the meanings given to them under the Data Protection Legislation. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

2. The Schedules

The schedules form part of this Agreement and shall have effect as set out in full in the body of this Agreement.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under statute or statutory provision. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs.

In the case of any ambiguity between any provision contained in the body of this agreement and any provision contained in the Schedules or appendices, the provision in the body of this agreement shall take precedence.

3. Compliance with Data Protection Laws

The Parties acknowledge that under the Act, Procurement Resource Limited is a Data Controller and is a Data Processor where processing Personal Data under the terms of the agreement.

Each Party must ensure compliance with the Privacy and Data Protection Legislation at all times during the term of the Agreement

4. Use, Disclosure and Publication

The Data Processor agrees to process the Personal Data as described, only for the purposes of the Agreement and strictly for no other purpose without the written authority of the Data Controller.

The Data Processor will not disclose or share the Personal Data processed under the Agreement, with any third party without the written authority of the Data Controller.

The Data Processor is prohibited from publishing, copying, transferring or duplication any information without the written authority of the Data Controller.

5. Purpose

The Agreement sets out the framework for the sharing of Personal Data between the Parties. It sets out the purposes for which the Personal Data may be processed by the Parties, the principals and procedures that the Parties shall adhere to, and the responsibilities the Parties owe to each other.

The Data Processor agrees to process the Personal Data only in accordance with the Data Controller's instructions and only for the purposes of providing the Contract Services as described in Schedule 1. The Data Processor shall not process Personal Data in a way that is incompatible with the purposes described in Schedule 1 (the Agreed Purpose).

Each party shall appoint a single point of contact who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the parties are:

Data Controller

Hellen Hetherington
Managing Director

hellen.hetherington@procurementresource.org.uk

6. Personal Data

The Personal Data processed under the Agreement will comprise of the volume, types and variables of Personal Data processed under the Agreement is set out in Schedule 2 to the Agreement. The parties agree that the Personal Data processed under the Agreement must not be irrelevant with to the Agreement purposes set out in Schedule 4

7. Fair and Lawful Processing

Each party will ensure that it processes the Personal Data fairly lawfully and in accordance with the Privacy and Data Protection Legislation during the term of the Agreement.

8. Data Subjects' Rights

Data Subjects have the rights in relation to their personal data under the Privacy and Data Protection Legislation. Those rights include:-

- **The right to be informed.**
- **The right of access.**
- **The right to rectification.**
- **The right to erasure.**
- **The right to object.**

The Data Controller will advise immediately (and no later than 48 hours) upon receipt of any complaint from an individual regarding the processing of Personal Data under the Agreement. The Data Processor will provide the Data Controller with full co-operation and assistance in relation to any such complaint or request from an individual regarding the Processing of Personal Data under this Agreement. The Data Processor agrees to act only under the Data Controller's instructions in relation to any activities undertaken to resolve any complaints or comply with any requests from individuals

The Data Processor's is required to maintain a record of requests or complaints from Data Subjects seeking to exercise their rights under the Privacy and Data Protection Legislation, including requests for Personal Data processed under this Agreement. The records described in this clause must include copies of the request for information of complaint, details of the data accessed and shared and where relevant, notes of any meeting, measures taken by the Data Processor to resolve the complaint.

9. Record Keeping

In addition to the record keeping obligations, the Data Processor agrees to maintain records of all Personal Data processed under the Agreement and its processing activities. The Data Controller reserves the right to inspect the records maintained by the Data Processor at any time.

10. Data Retention and Deletion

The Data Processor shall not retain or process Personal Data for longer than is necessary to carry out the agreed purposes or for longer than any period set by the Data Controller. For the avoidance of doubt, the Data Controller reserves the right to determine the periods for which the Data Processor may retain the Personal Data processed under this Agreement.

On the instructions of the Data Controller, the Data Processor shall ensure that the Personal Data processed under this agreement are returned to the Data Controller or destroyed in accordance with the Data Controller's instructions. The Data Controller reserves the right to issue instructions to the Data Processor under this clause at any time.

Following the deletion of Personal Data, the Data Processor shall notify the Data Controller that the Personal Data in Question has been deleted. Where applicable, the Data Processor shall also provide confirmation that the Personal Data has been destroyed in accordance with any instructions issued by the Data Controller.

11. Third Party Access and International Transfers

For the purpose of this clause, international transfers of Personal Data shall mean any sharing of Personal Data by the Data Processor with a third party, and shall include, but is not limited to, the following:

- Storing the Personal Data on servers outside the EEA.
- Subcontracting the processing of Personal Data to data processors located outside the EEA.
- Granting third parties located outside the EA access rights to the Personal Data.
- The Data Processor shall not disclose or transfer the Personal Data to a third party without the prior written authorisation of the Data Controller. If the Data Controller authorises the disclosure of the Personal Data to a third party, the Data Processor agrees to enter into an information sharing agreement with any relevant third party which reflects the terms of the Agreement.

- The Data Processor agrees to provide the Data Controller with copies of any such information sharing agreement with a third party.
- The Data Controller reserves the right of approval of any such information sharing agreement and may request the Data Processor to make any amendments deemed necessary to such an agreement to ensure compliance with the Privacy and Data Protection Legislation.
- The Data Processor shall not disclose or transfer the Personal Data to a third party located outside the EA without prior written authorisation of the Data Controller and where the following conditions are fulfilled: -
 - The Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer.
 - The data subject has enforceable rights and effective legal remedies.
 - 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.
 - The Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of Personal Data.

12. Security and Training

The Data Processor agrees to implement appropriate technological and organisational measures to prevent: -

- Unauthorised or unlawful processing of the Personal Data; and
- The accidental loss or destruction of, or damage to, the Personal Data.
- The harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, or damage.
- The nature of the personal data to be protected.
- Specifically, the Data Processor agrees to implement the technological and organisational security measures described. The Data Processor agrees to

notify the Data Controller of any material change to the measures as described.

- It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process the Personal Data in accordance with the technical and organisational security measures together with any other applicable national data protection laws and guidance.
- The level, content and regularity of training referred to shall be proportionate to the staff members' role, responsibility, and frequency with respect to their handling and processing of the Personal Data.
- The Data Processor shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the personal data confidential.

13. Data Security Breaches and Reporting Procedures

The Data Processor is under a strict obligation to immediately notify the Data Controller of any Data Security Breach and no later than within 24 hours of the Data Processor becoming aware of the breach.

In the event of a Data Security Breach, the Data Processor is required to provide the Data Controller with the information. The Data Processor agrees to provide any reasonable assistance as is required by the Data Controller or the Data Protection Authority to facilitate the handling of the Data Security Breach in an expeditious and compliant manner.

14. Data Processor Responsibilities and Liabilities

If the Data Processor fails to meet any of the obligations set out in this Agreement or acts outside or against the instructions of the Data Controller, then the Data Processor may be liable to pay damages in legal proceedings or be subject to fines or other penalties or corrective measures under the Act.

If the Data Processor uses a third party sub-processor, then it will, as the original processor, remain directly liable to the Data Controller for the performance of the third parties obligations.

Nothing within this Agreement relieves the Data Processor of its own direct responsibilities and liabilities under the Act.

15. Review and Termination of Agreement

The parties shall review the effectiveness of the processing of Personal Data under this Agreement annually. The Data Controller may continue, amend, or terminate the agreement depending on the outcome of this review.

The review described will involve;

- Assessing whether the purposes for which the Personal Data is being processed are still the ones listed in clause 4 of the Agreement.
- Assessing whether the Personal Data is still as listed in as per the Agreement.
- Assessing whether the legal framework governing data quality, retention and Data Subject's rights are being complied.
- Assessing whether personal data breaches involving the Persona' Data have been handed in accordance with the agreement and the applicable legal framework; and
- Assessing whether the technical and organisational measures listed in the Agreement are still in place and are adequate to prevent unauthorised or unlawful processing and accidental loss or destruction of, or damage to, the Personal Data.

16. Resolution of Disputes with Data Subjects or the Data Protection Authority

In the event of a dispute or claim brought by a Data Subject or the Data Protection Authority concerning the processing of Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Data Protection Authority. If they do not participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other

arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

Each Party shall abide by a decision of a competent court of the Data Controller's country of establishment or of the Data Protection Authority in the Data Controller's country of establishment.

17. Third Party Rights

Any person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

18. Severance

If any provision or part-provision of the agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or Part provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

If the Data Controller gives notice to the Data Processor that any provision or part provision of this agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Changes to the Applicable Law

In case the applicable data protection and ancillary laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Data Controller reserves the right to amend the Agreement.

In such circumstances, the Data Processor agrees to implement any changes to its processing activities as are necessary to comply with the amended terms of the Agreement.

20. No Partnership or Agency

Nothing in the agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21. Entire Agreement

The Agreement and the Contract to the extent it applies to this Agreement constitute the entire agreement between the parties and superseded and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

Each Party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the agreement.

Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based in any statement in the Agreement.

22. Further Assurance

At their own expense, the Data Processor shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

23. Rights and Remedies

The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. Governing Law

This Agreement and any dispute or claim (including non -contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND ITS ATTACHED SCHEDULES UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORISED TO DO SO. IF THE PERSON SIGNING BELOW IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS DATA PROCESSING AGREEMENT.

Schedule 1 - The Agreed Purpose

The Data Processing performed by the Data Processor on behalf of the Data Controller relates to the Contract Services. The Data Processing activity consists of providing goods and/or services to members of PRL.

Personal Data as identified will be passed from the PRL up to the Data Processor when sending through a purchase order for goods or services. The Data Controller may also provide the Data Processor with Personal Data when organising a quotation for goods and / or services on behalf of a member of PRL.

The Data Processor may process the Personal Data only as necessary to provide a quotation and / or fulfil the order and / or contract and to invoice accordingly. The Data Processor may not use the Personal Data provided in any other way, including, but not limited to, the examples below.

- The Data Processor must not sell the Personal Data of any member or customer of Procurement Resource Limited to any third parties.
- The Data Processor must not make available the Personal Data of any member to any third parties.

- The Data Processor must not modify, amend or alter the Personal Data of any members of PRL.

Schedule 2 - Description of Personal Data

In addition to the information provided elsewhere in the Agreement, the Parties wish to document the following information in relation to the data processing activities:

The categories of personal data involved are:

- **Identification data including**
- **Name**
- **Address**
- **Telephone number**
- **Email address**

Schedule 3 - Description of the Security Measures

The Data Processor will 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 to demonstrate compliance with the Act and this Agreement, the Data Processor agrees to:

- Implement appropriate technical and organisational measures that ensure and demonstrate compliance. This includes internal data protection policies such as staff training, internal audits of processing activities, and reviews of internal HR policies.
- Maintain relevant documentation on processing activities.
- Where appropriate, appoint a data protection officer:
- Implement measures that meet the principles of data protection by design and data protection by default. Measures could include:
 - Data minimisation.
 - Encryption.

- Pseudonymisation.
- Transparency.
- Allowing individuals to monitor processing; and
- Creating and improving security features on an on-going basis.
- Use data protection impact assessments where appropriate.
- Ensuring confidentiality, integrity, availability and resilience of its systems and services, including as a minimum.
- Installing a firewall and virus-checking software.
- Downloading the latest patches or security updates as soon as possible.
- Take regular back-ups of the information on your system and keep them in a separate, secure location.
- Securely remove all personal information before disposing of old computers.
- Use of strong passwords.
- Ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident.
- Regularly assess and evaluate the evaluate of the technical and organisational measures adopted by it.
- Ensure that personnel who have access to and/or process Personal Data are trained on how and obliged to keep the Personal Data confidential.

Schedule 4 - Appointed Third Parties

The Data Controller consents to the Data Processor appointing reputable couriers or delivery firms, wholesalers of other third parties as a third-party processor of Personal Data under this Agreement where this appointment is necessary to fulfil an order for goods or services.

The Data Processor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Agreement. As between the Data Controller and the Data

Processor, the Data Processor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Schedule.

The Data Controller does not consent to the Data processor appointing any other third-party processor of Personal Data under this Agreement.