



## **New Contractual Commitments for the General Data Protection Regulation**

GDPR places certain obligations on Eurocom CI Limited as a data processor including the requirement for a Data Sharing Agreement where we share personal data with a Data Processor. This agreement should set out the guiding principles and standards for sharing data between the parties, including the purposes for sharing of data.

Based on the services that our company provides to our clients, it is important for us to meet our own obligations as a Data Processor under the GDPR.

Because our processing involves data or information that identifies an individual (e.g. name, email, address, phone, etc.), that data is considered personal data under the GDPR. One of the changes that the new Regulation will deliver when it comes into force is a new statutory obligation for data security that data processors must observe, above and beyond contractual duties agreed with data controller customers.

We therefore include our Processor Terms for your review.

### **Addressing Article 28 GDPR (Processor Terms)**

**This Data Protection Addendum forms part of the Contractual Agreement between the following parties:**

- Eurocom CI Limited  
Granary House, 18a North Street, Leatherhead, KT22 7AW
- Company Name (The Client) - Company Reg. No. -, Registered Address -

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Contractual Agreement. Except where the context requires otherwise, references in this Addendum to the Contractual Agreement are to the Contractual Agreement as amended by, and including, this Addendum.

In this Agreement the expressions set out in Annex 3 shall have the meanings set out in Annex 3 unless the context otherwise requires:

- Scope of the Agreement
- The DPA forms part of the written or electronic agreement document between Eurocom CI Limited and yourself detailing the Services agreed and is to reflect the parties' agreement regarding the Processing of Personal Data.

Eurocom CI Limited acknowledges that The Client shall solely be responsible for the following decisions and determinations:

- the purpose(s) for which and the manner in which the Personal Data will be Processed or used;
- what Personal Data to collect and the legal basis for doing so;
- which items (or content) of Personal Data to collect;
- which individuals to collect Personal Data about;
- whether to disclose the Personal Data, and if so, who to;

- whether subject access and other individuals' rights apply including the application of any exemptions;
- how long to retain the Personal Data; and
- whether to make non-routine amendments to the Personal Data.

#### THE CLIENT'S Obligations as the Data Controller

The Client warrants that the Personal Data

#### Eurocom CI Limited's Obligations as Data Processor

- All Processing undertaken by the Eurocom CI Limited of personal data provided by The Client must be in accordance with instructions provided by The Client. When requested by The Client, Eurocom CI Limited shall demonstrate and/or document that it complies with the requirements of the Data Privacy Laws.
- Eurocom CI Limited must ensure that its employees comply with this Agreement and limit the access of personal data to its employees and affiliates for whom access to the data is necessary in order to fulfil its contractual obligations. Eurocom CI Limited must ensure that employees authorised to process any personal data have committed themselves to confidentiality or are under appropriate statutory obligations of confidentiality.

Eurocom CI Limited shall:

- only process Personal Data on behalf of The Client in accordance with the Data Privacy Laws;
- provide The Client or any relevant regulator with a copy of all Personal Data on demand;
- make all reasonable efforts to ensure that the Personal Data is accurate and up-to-date at all times;
- not keep Personal Data for longer than is necessary in accordance with The Client's instructions so as to comply with the principle of data minimisation.
- Not, by its act or omission, cause The Client to be in breach of the Data Privacy Laws and shall use all reasonable endeavours to assist The Client to comply with any obligations imposed on The Client by the Data Privacy Laws;
- comply with any requests by Data Subjects to exercise their rights under the Data Privacy Laws (including but not limited to their rights to access, or to cease or not begin processing, rectify, block, erase, destroy or object to the processing of their personal data, each a Data Subject Request);
- ensure that the Personal Data is deleted or corrected if it is incorrect (or, The Client does not agree that it is incorrect, to have recorded the fact that the relevant person considers the Personal Data to be incorrect within 5 (five) days' of being requested to do so by The Client; and/or
- communicate with or obtain the approval of the Information Commissioner's Office (ICO) in relation to the Processing of Personal Data where necessary;
- if requested, provide a copy to The Client of a Data Subject's Personal Data in a machine readable portable format.
- promptly, and in any event within twenty-four (24) hours of receipt of any request or correspondence, inform The Client about the receipt of any Data Subject Requests or any correspondence received from any Supervisory Authority ("ICO Correspondence");
- not disclose any Personal Data in response to any Data Subject Request or ICO Correspondence, or respond in any way to such a request without first consulting with, and obtaining the consent of, The Client unless obligated to do so by Union or Member State law;
- assist The Client should The Client carry out a data protection impact assessment and shall provide the output of its own data protection impact assessment(s) where relevant.
- on request at any time and on the expiry or termination of this Agreement, it shall (at no cost to The Client) at The Client option either return to The Client all Personal Data and copies of it in such format as The Client may require or securely dispose of the Personal Data; and
- at The Client's option (and at no cost to The Client), delete or return to The Client following the completion, termination or expiry of any Services, all Personal Data within Eurocom CI Limited possession or control relating to the provision of the completed, terminated or expired Services and shall be entitled to retain any of those data to the extent required to comply with applicable law (and on condition that such retention complies with Data Privacy Laws and Eurocom CI Limited provides The Client with written notice containing full written details of such retention, to the extent such notice is permitted by applicable law).

Eurocom CI Limited will (and will ensure that Eurocom CI Limited Personnel will) promptly (but in all cases within 24hours) notify The Client (with full details), if Eurocom CI Limited (Eurocom CI Limited Processor Personnel as the case may be):

- becomes aware that a disclosure of Personal Data may be required under Data Privacy Laws;
- receives a complaint relating to The Client's obligations under the Data Privacy Laws; and/or
- of any notices received by it relating to the Processing of any Personal Data, including any requests, or correspondence and provide such information, co-operation and assistance as The Client may require in relation to such notices (at no cost to The Client) including in connection with any approval of any supervisory authority to any Processing of Personal Data, or any request, action, notice or investigation by supervisory authority. For the avoidance of doubt, in no event shall Eurocom CI Limited or any of Eurocom CI Limited Personnel respond directly to any such notices without The Client's prior written consent unless and to the extent required by law. Eurocom CI Limited shall provide and implement technical and organisational measures to help The Client fulfil its obligations in relation to such notices from or on behalf of Data Subjects in connection with the rights conferred on them by Data Privacy Laws;
- if any Personal Data, whether potentially or actually, has been disclosed in breach of this Agreement or if it is lost, becomes corrupted, is damaged or is deleted in error;
- becomes aware of a breach of this Agreement or any Data Privacy Laws.

If Eurocom CI Limited breaches or potentially breaches its obligations set out in this Agreement or there occurs any threat to the security of the Personal Data, Eurocom CI Limited shall:

- take immediate steps to remedy the breach or prevent the potential breach or remove the threat;
- promptly take measures to ensure there is no repetition of the incident in the future;
- promptly provide The Client with full details in writing of the steps and measures taken; and
- comply (at no cost to The Client) with all requests made by The Client in respect of the breach or threat.
- Eurocom CI Limited shall segregate Personal Data in accordance with the principles of corporate separateness.
- Eurocom CI Limited shall (at no cost to The Client) restore or recreate (in a timely manner and in accordance with good industry practice) all Personal Data which is lost, deleted or corrupted by Eurocom CI Limited or any of Eurocom CI Limited Personnel in breach of this Agreement.
- In the event that Eurocom CI Limited believes that Eurocom CI Limited instructions conflict with the requirements of Data Privacy Laws, Eurocom CI Limited must immediately inform The Client.

Eurocom CI Limited must take all necessary technical and organisational security measures, including any additional measures, required to ensure that the Personal Data is not accidentally or unlawfully destroyed, lost or impaired or brought to the knowledge of unauthorised third parties, abused or otherwise processed in a manner which is contrary to the Data Privacy Laws. Such measures shall as a minimum include the following obligations to:

- prevent unauthorized persons from gaining access to data processing systems with which Personal Data are Processed;
- prevent Eurocom CI Limited's systems from being Processed without authorisation;
- ensure that persons entitled to use a data processing system have access only to the Personal Data to which they have a right of access;
- ensure that Personal Data cannot be read, copied, modified or removed without authorization during any Processing;
- ensure that it is possible to check and establish whether and by whom Personal Data has been input into data processing systems, modified or removed; and
- ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected
- undertake activities to progress towards Cyber Essentials accreditation, this being a Government backed program operated by the National Cyber Security Centre. Such activities to include:
- Developing awareness / understanding of the Cyber Essentials scheme, its definitions of Cyber Security terminology and its initial recommendations of how to secure organisations against Cyber attack

- A milestone plan of activities to take Eurocom CI Limited's IT infrastructure and Governance towards Cyber Essentials 'Basic' accreditation
- Formal Cyber Essentials certification at the 'Basic' level
- make available to The Client evidence of progress towards Cyber Essentials accreditation whenever requested;

Eurocom CI Limited shall:

- Immediately (and in any case within 24 hours) inform The Client in writing of any unauthorized or unlawful processing of Personal Data and/or material incident of Personal Data loss, corruption, destruction, alteration, disclosure, access or damage ("Data Breach") or any action that causes or could reasonably be deemed to cause a Data Breach and shall liaise with The Client in managing such Data Breach (including by providing sufficient information, cooperation, analysis and support) and shall ensure all such notices include full and complete details relating to such Data Breach, in particular:
  - the nature and facts of such Data Breach including the categories and number of Personal Data records and, if applicable, Data Subjects concerned;
  - the contact details of the data protection officer or other representative duly appointed by Eurocom CI Limited from whom The Client can obtain further information relating to such breach;
  - the likely consequences or potential consequences of such breach; and
  - the measures taken or proposed to be taken by Eurocom CI Limited and/or any Supplier Personnel to address such breach and to mitigate any possible adverse effects and the implementation dates for such measures.
- provide The Client with such co-operation (at no additional cost to The Client) in relation to the (i) The Client notifying the individual or the Supervisory Authority (or relevant regulator) of the Data Breach, including by providing The Client with a detailed description of the nature of the Data Breach and the identity of the affected person(s) and (ii) Eurocom CI Limited's efforts to investigate, remediate, and mitigate the effects of any Data Breach; and
- shall not make any public announcement regarding such incident as set out in this clause 4.3 without prior consultation with The Client and subject to The Client written consent.

Eurocom CI Limited must notify The Client where there is an interruption in operation, a suspicion that data protection rules or the Data Privacy Laws have been breached, or other irregularities in connection with the Processing of the Personal Data. If requested by The Client, Eurocom CI Limited shall assist in clarifying the scope of the security breach, including preparation of any notification to the relevant Data Protection Agency(-ies) and/or data subjects.

During the use or receipt of services, if any party does not have the ability to correct, amend, block or delete Personal Data, each party shall comply with any commercially reasonable request to facilitate such actions to the extent all parties are legally permitted to do:

- Certifications and Audits
- Unless The Client is a competitor of Eurocom CI Limited, The Client is entitled, at its own expense, to have the processing of personal data reviewed annually by an independent third party.
- The Client (or The Client's independent, third-party auditor) is entitled, at its own cost, to request information regarding Eurocom CI Limited's compliance with the obligations set in this DPA in the form of third-party certifications and audits. Any appointed auditor shall, upon request, sign a non-disclosure agreement and treat all information obtained or received from confidentially.
- The Client shall reimburse Eurocom CI Limited for any time spent by on audits, at the organisations current professional services rates. Before the commencement of any such on-site audit, all parties shall mutually agree upon the scope, timing, and duration of the audit in addition to their imbursement rate for which The Client shall be responsible.

The use of Sub-data processors

- Eurocom CI Limited is not entitled to disclose or transfer Personal Data to third parties or data processors without the prior written instruction of The Client, unless such disclosure or transfer is stipulated by law.

- Details on sub-data processors used by Eurocom CI Limited are set or are to be provided in Annex Once the agreement has been reviewed and signed by all parties, The Client agrees to use of these sub-data processors.
- Eurocom CI Limited is liable for the data processing activities performed by the sub-data processor on behalf of The Client, where such data processing activities are subject this DPA. Eurocom CI Limited must ensure that the sub-data processor it enlists has executed its own DPA in which the sub-data processor undertakes to be bound by terms similar to the requirements under this DPA.
- Eurocom CI Limited must inform The Client of any intended changes concerning the addition or replacement of a sub-data processor by providing a prior written notice of two months.

#### TRANSFER OF PERSONAL DATA OUTSIDE EEA

- Eurocom CI Limited shall not transfer Personal Data which has been obtained by or made available to Eurocom CI Limited to any country outside the European Economic Area (EEA) without the prior written consent of The Client, such consent may be subject to and given on such terms as The Client may in its absolute discretion prescribe.
- In the event that The Client consents to the transfer of Personal Data from Eurocom CI Limited to a country outside of the EEA Supplier shall comply with the following additional provisions:

Eurocom CI Limited shall confirm in writing:

- the Personal Data which will be transferred to and/or Processed outside of the EEA;
- any sub-data-processor or other third parties who will be processing and/or receiving Personal Data outside of the EEA;
- how Eurocom CI Limited will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be processed in and/or transferred outside of the EEA so as to ensure The Client's compliance with the Data Privacy Laws;

Eurocom CI Limited shall comply with such other instructions and shall carry out such other actions as The Client may notify in writing, including:

- incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Privacy Laws) into this Agreement or a separate data processing agreement between the Parties; and
- procuring that any sub-data-processor or other third party who will be processing and/or receiving or accessing the Personal Data outside of the EEA either enters into:
- a direct data processing agreement with The Client on such terms as may be required by The Client; or
- a data processing agreement with Eurocom CI Limited on terms which are equivalent to those agreed between The Client and Eurocom CI Limited relating to the relevant Personal Data transfer, and;
- in each case which Eurocom CI Limited acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the Data Privacy Laws) and technical and organisation measures which The Client deems necessary for the purpose of protecting Personal Data.

None of the parties are entitled to claim damages for any indirect or consequential loss, irrespective of whether The Client, Eurocom CI Limited or any third parties suffer such indirect or consequential loss. Any loss of business opportunities, loss of profits, operating loss, loss of revenue, goodwill and data, including loss in connection with the retrieval of data, must at all times be deemed to constitute indirect/consequential loss.

Eurocom CI Limited shall indemnify, defend and hold harmless The Client and its respective directors, officers, agents, successors and assigns from any and all Data Protection Losses arising from or in connection with:

- any Data Breach;
- any breach by Eurocom CI Limited, any sub-data-processor and/or Eurocom CI Limited Personnel of the obligations set out in this Agreement; and/or
- any breach of the Data Privacy Laws (whether by supplier or by any sub-data-processor).

- any breach of the Data Privacy Laws by The Client caused by the act or omission of Eurocom CI Limited or any sub-data-processor.
- Eurocom CI Limited (or any person acting on its behalf) acting outside or contrary to the lawful instructions of The Client in respect of the processing of Personal Data

Nothing in this clause shall relieve Eurocom CI Limited of any liability for the acts or omissions of Eurocom CI Limited Personnel in relation to the Personal Data.

Eurocom CI Limited's liability for any Data Protection Losses incurred by The Client shall be unlimited

Term and Termination of the Agreement

Choice of law and legal venue

This agreement will be governed by and construed in accordance with the laws of the United Kingdom and the EU, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this agreement, the courts within the United Kingdom will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

Any provision of this agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.



## ANNEX 1 - The processing of personal data

This Annex constitutes The Client's instruction to Eurocom CI Limited in connection with the agreed processing activities and is an integrated part of the Agreement.

- Purpose and nature of the processing operations, categories of personal data

All data legally required to process DBS checks and associated identity verification for candidates that may be required. This normally includes the following information:

Full name  
Date of birth  
5 years address history  
Telephone number  
Email address  
Copy passport  
Copy drivers licence  
Copy utility bills as proof of address  
Job role

All data legally required for setting up eBulk accounts and setting up users and undertaking AML checks on clients to ensure the integrity of our account holders:

Full name  
Organisation name  
Telephone number  
Email address  
Usage information for volumes of checks  
Billing details  
Organisation's address  
Account holder's residential address

- Locations(s), including name of country/countries of processing

UK only

The agreed services will require the processing of the personal data of data subject categories mentioned above.

## ANNEX 2 - Sub-Data Processors

This Annex constitutes Eurocom CI Limited's disclosure to The Client of sub-data processors used to provide the services. It is an integrated part of the agreement and its inclusion constitutes The Client's agreement to the use of the named sub-processors.

Insert the name of each sub-data processor detailing the nature of the services they provide and details relating to compliance including information on the physical and technological security arrangements

Name of sub-data processor	Civil & Corporate Security Ltd
Nature of services	Software provision
Compliance & Security Measures	DPA agreement in place

Name of sub-data processor	Kent County Council
Nature of services	Software provision
Compliance & Security Measures	DPA agreement in place

Name of sub-data processor	Call Credit
Nature of services	AML checks when taking on new clients
Compliance & Security Measures	DPA agreement in place

Name of sub-data processor	Experian
Nature of services	Built in Identity verification that can be used if Route 2 is required for ID verification during a DBS check
Compliance & Security Measures	DPA agreement in place



## ANNEX 3 - Definitions

Data Privacy Laws	means all laws that relate to data protection, privacy, the use of information relating to individuals, and or the information rights of individuals including without limitation, the Data Protection Act 1998, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Telecommunications (lawful Business Practice) (Interception of Communications) Regulations 2000, Privacy and Electronic Communications (EC Directive) Regulations 2003, the Consumer Protection from Unfair Trading Regulations 2008, any laws in force in any relevant jurisdiction which implements the Directive, the Regulation, and all and any regulations made under those acts or regulations all applicable formal or informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator, and or relevant industry body, in each case in any relevant jurisdiction(s) and the equivalent in any other relevant jurisdictions.
Supplier Personnel	means all staff, contractors, employees, agents, sub-contractors and sub-processors of Supplier
Data Protection Losses	means all liabilities and other amounts, including: costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); any fines, penalties, other regulatory sanctions and compensation paid to data subjects (including compensation to protect goodwill and ex gratia payments); restoring, rectifying, correcting, and amending The Client's data including the costs of activating disaster recovery; the costs of investigating, recovering, remedying breaches of this Agreement by Supplier, any Data Breach or breach of Data Privacy Law (including staff training, changes to systems and putting in place measures to prevent future breaches and process and other related losses); setting up a dedicated helpline (including the resources and staffing costs associated with the same) and website for data subjects; facilitating and paying for third party credit monitoring checks for the data subjects (for up to 12 months after a Data Breach); the costs of notifying Data Subjects; any additional operational and/or administrative costs and expenses incurred by The Client, including costs relating to time spent by or on behalf of The Client in dealing with the consequences of any breach of this Agreement or breach of Data Privacy Laws and any associated legal costs; any wasted expenditure; costs of compliance with investigations by a Supervisory Authority; and the costs of loading the Personal Data, , to the extent the same are lost, damaged or destroyed, and any loss or corruption of Personal Data (including the costs of rectification or restoration of Personal Data);
Data Subject	has (until 24 May 2018) the meaning given under the Directive and (from 25 May 2018) the meaning given under the Regulation
Directive	means the European Commission Directive 95/46/EC with respect to the Processing of Personal Data

Personal Data	means (until 24 May 2018) personal data as defined in the Directive and (from 25 May 2018) personal data as defined in the Regulation to be processed by Eurocom CI Limited for or on behalf of the The Client or in respect of services supplied by Eurocom CI Limited to the The Client (the Services).
Processing	means obtaining, recording or holding Personal Data or carrying out any operation or set of operations on Personal Data (whether or not by automatic means), including: organisation, adaptation or alteration of Personal Data; retrieval, consultation or use of Personal Data; disclosure of the information or Personal Data by transmission, dissemination or otherwise making available; or alignment, combination, blocking, erasure or destruction of the Personal Data, and Processed, Processes and Process shall be construed accordingly.
Regulation	means the General Data Protection Regulation ((EU) 2016/679)).
Services	means the fulfilment of a contractual obligation provided to or from The Client through a written or electronic agreement document.
Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Privacy Laws;