

## Addendum 1 - Data Protection

This is an addendum to the Agreement between itsa Ltd (Supplier), and the Customer for the supply of the service known as <insert name> (Service).

Date of Addendum: 01 January 2021.

### Purpose of the Addendum

This addendum sets out the responsibilities of the Supplier and Customer in complying to the requirements of data protection legislation.

This addendum supersedes any previous Data Protection Addendum.

This addendum replaces any data protection clauses set out earlier in this Agreement.

### Definitions and Interpretation

In this addendum, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Article”</b>	Refers to an Article of the UK GDPR.
<b>“Data Controller”</b>	Shall have the meaning given to the term “controller” in Article 4 of the UK GDPR.
<b>“Data Processor”, “processing”, and “Data Subject”</b>	Shall have the meanings given to the terms “processor”, “processing”, and “data subject” respectively in Article 4 of the UK GDPR.
<b>“Data Protection Legislation”</b>	All applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended.
<b>“Personal Data”</b>	Shall have the meaning given to the term “personal data”, as defined in Article 4 of the UK GDPR.
<b>“Sub-Processor”</b>	Means another supplier appointed by the Data Processor to process Personal Data.
<b>“UK GDPR”</b>	Regulation (EU) 2016/679 General Data Protection Regulation as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

## **References**

In this addendum, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa
- (b) words in capitals include lower case and vice versa
- (c) word importing persons shall include corporations and other legal entities.

## **1. The Supplier**

1.1. The Supplier is notified and registered with The Information Commissioner's Office (ICO) under Data Protection Legislation as a Data Controller.

## **2. Roles and Responsibilities**

2.1. The parties hereby record their intention that, for the purpose of the Data Protection Legislation, the Customer shall be the Data Controller and the Supplier shall be the Data Processor in relation to the processing of Personal Data in the course of the Services being provided by the Supplier.

2.2. To the extent within the Customer's control having regard to the Supplier's obligations under this addendum, the Customer shall be solely responsible for the accuracy and quality of the Personal Data it provides to the Supplier for processing under the Agreement.

2.3. In fulfilling obligations under data protection legislation and the FOIA/FOISA Customers and Users will comply with guidance issued by the Information Commissioner, the Scottish Information Commissioner, the Department of Constitutional Affairs and with any other guidance provided by organisations.

2.4. Each party to the extent it processes or controls any Personal Data, has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and it has taken all such measures as may be necessary to ensure that it complies with its obligations under all applicable data protection legislation in its performance of its obligations under this agreement.

## **3. Processing of Personal Data by the Supplier**

3.1. The Supplier will use the information and Personal Data supplied by the Customer solely for the purpose of providing the Services and in fulfilling its obligations under this Agreement and complying with any financial and regulatory requirements.

3.2. The Personal Data supplied by the Customer will be used by the Supplier for the purposes of:

3.2.1. managing the contract, invoicing and processing payments;

3.2.2. creating any administrator or user login accounts; and

3.2.3. supplying the Help Desk Service.

3.3. The Supplier will process Personal Data and support the Customer in respect of compliance to Data Protection Legislation as set out in the Supplier's Data Protection Policy document. A copy of this can be made available upon request.

#### **4. Customer Information entered into the Product**

- 4.1. The Customer is the Data Controller for all information it enters or uploads into the Service, including Personal Data.
- 4.2. The Customer is responsible for managing and processing any such Personal Data in compliance with Data Protection Legislation.

#### **5. Sub-Processors**

- 5.1. The Customer hereby generally authorises the Supplier to appoint any Sub-Processors necessary in connection with delivery of the services provided by the Supplier to the Customer under the Agreement.
- 5.2. Where any Sub-Processor is, or has been, appointed the Supplier will remain liable to the Customer for all acts or omissions of such Sub-Processor as though they were its own.