THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Disclosing Part under number <<Company [of] <<insert Address>> ("I
- (2) <<Name of Receiving Part under number <<Company [of] <<insert Address>> ("F

WHEREAS:

- (1) The Disclosing Party carri and agrees to disclose to the
- (2) The Receiving Party agree Party subject to the terms (
- (3) This Agreement does not agreements.

IT IS AGREED as follows:

1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Data Protection Legislation"



ed in <<Country of Registration>> whose registered office is at] OR

ed in <<Country of Registration>> whose registered office is at] OR

<insert description of business>> n personal data.

ta disclosed to it by the Disclosing

lished by the Parties under other



therwise requires, the following

ection legislation from time to time Kingdom including, but not rotection Act 2018, any legislation Act, the retained EU law version Protection Regulation ((EU) DPR"), as it forms part of the law s, Scotland, and Northern Ireland of the European Union 8, and, where applicable, of practice issued by the sioner;



"controller"

"data controller"

"data processor"

"data subject"

"personal data"

"processing"

"processor"

"personal data breach"

"special category perso data" and

"appropriate technical a organisational measures"

"Representatives"

"Shared Personal Data"

"Stated Purposes"

"Term"

1.2 Unless the context

- 1.2.1 "writing", an communicat similar mear
- 1.2.2 a statute or provision as
- 1.2.3 "this Agreer Schedules a
- 1.2.4 a Schedule i
- 1.2.5 a Clause or (other than t
- 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the i
- 1.4 Words imparting the
- 1.5 References to any
- 1.6 References to person

2. Stated Purposes

2.1 This Agreement es

ngs ascribed thereto in the Datan;

either Party, its officers and onal advisers or consultants at Party, contractors or subby that Party;

data [and special category shared between the Parties under

set out in Schedule 1 for which Data is to be shared:

is Agreement, as set out in

reference in this Agreement to:

ion, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time;

this Agreement and each of the need at the relevant time;

ement; and

re to a Clause of this Agreement graph of the relevant Schedule.

parties to this Agreement.

r convenience only and shall have

clude the plural and vice versa.

ther gender.

tions.

k for the sharing of the Shared



Personal Data betw

- 2.2 The Parties have d necessary to <<ins and/or society>>.
- 2.3 The Parties shall no any way that is inco
- 2.4 The Shared Persor Receiving Party of Purposes, as set ou

3. **Data Protection Compliar**

- 3.1 Each Party shall an its Representatives the Shared Person not limited to, col breaches). The con as follows:
 - 3.1.1 <<insert nar point of cont
 - 3.1.2 <<insert nar point of cont
- 3.2 Both Parties shall a their obligations as applicable require Agreement is in ad Party's obligations of the Data Protect <<insert period>> c grounds to terminat

4. The Shared Personal Dat

- The Shared Persor 4.1 agreed by the Partie
- 4.2 [No special categor The Shared Perso data set out in Sche
- 4.3 The Disclosing Par and up-to-date prior
- 4.4 The Parties shall us Personal Data in or

5. Shared Personal Data - F

- 5.1 Both Parties shall a Shared Personal Da
- 5.2 Both Parties shall e

ontrollers.

ng of the Shared Personal Data is aims, and benefits to individuals

ersonal Data for any purpose or in Purposes set out in Schedule 1.

ed by the Disclosing Party to the nably necessary for the Stated

officer and/or at least one other of all issues relating to the sharing of tection Legislation (including, but the handling of personal data s' appointed points of contact are

t details of the Disclosing Party's

t details of the Receiving Party's

rm of this Agreement comply with hts of data subjects, and all other ta Protection Legislation. This relieve, remove, or replace either h Legislation. Any material breach Party shall, if not remedied within other Party, give the other Party mediate effect.

pplicable restrictions relating to it hedule 1.

shared between the Parties.] OR of the special category personal

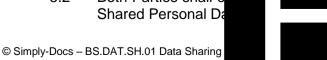
Shared Personal Data is accurate eceiving Party.

for the processing of the Shared

inq

rm of this Agreement process the

timate grounds for processing the tion Legislation.



- 5.3 The Disclosing Part consents in order to this Agreement. In subjects are provided
 - 5.3.1 the purposes
 - 5.3.2 the legal bas
 - 5.3.3 the fact that sufficient de understand therewith; ar
 - 5.3.4 all other info
- 5.4 The Receiving Part consents in order t this Agreement. In subjects are provide
 - 5.4.1 the purposes
 - 5.4.2 the legal bas
 - 5.4.3 [in the event under Claus sufficient de understand therewith: ar
 - 5.4.4 all other info

s in place all required notices and the Shared Personal Data under ng Party shall ensure that data nt information about the following:

data is to be processed;

g for such purposes;

be transferred to a third party and to enable the data subject to ansfer and any risks associated

rticle 13 of the UK GDPR.

s in place all required notices and the Shared Personal Data under ng Party shall ensure that data nt information about the following:

data is to be processed;

g for such purposes; [and]

is to be transferred to a third party a transfer is to take place and to enable the data subject to ansfer and any risks associated

rticle 14 of the UK GDPR.

6. The Rights of Data Subje

- 6.1 The Parties shall obligations and the Legislation. Such as
 - 6.1.1 consulting w provided to a
 - 6.1.2 informing th requests an same;
 - 6.1.3 [not disclosi response to with the other
 - 6.1.4 assisting the Partyl in res
- 6.2 Each Party shall m decisions made in subject(s) concerne of any data access correspondence, te

complying with their respective ects under the Data Protection ut not be limited to:

respect to information and notices he Shared Personal Data;

e receipt of data subject access assistance in complying with the

ng any Shared Personal Data in request without prior consultation hably possible;

cost] OR [at the cost of the other a subject request.

Ita subject requests received, the Information provided to the data lude copies of the request, details applicable, details of any further meetings relating to the request.

7. Data Retention and Delet

- 7.1 Subject to sub-Cla Shared Personal Daniel Stated Purposes.
- 7.2 In the event that ar Shared Personal D Receiving Party in a
- 7.3 The Receiving Pa Personal Data (or to on the written requesubject to any legal following circumstar
 - 7.3.1 upon the ter
 - 7.3.2 once the S necessary to thereof) in lice

whichever is earlier

- 7.4 All Shared Persona shall be deleted description of method
- 7.5 Following the dele applicable), the Red writing, confirming disposed of using the

8. Shared Personal Data Tra

- 8.1 For the purposes of refer to any sharing third party. Such she a third-party data party data con
- 8.2 In the event that t processor, it shall omissions of the thi 30 of the UK GDPR
- 8.3 The Receiving Paragraph outside of the UK.

9. Shared Personal Data Se

- 9.1 The Disclosing Part Party using the follot transfer method(s) t
- 9.2 Both Parties shall organisational mea approved by the ot processing of, and the Shared Perso

Party shall hold and process the necessary for the fulfilment of the

ention periods apply to any of the nal data shall be retained by the

nerwise dispose of) the Shared and any and all copies thereof or, y, return it to the Disclosing Party, ny applicable personal data, in the

Agreement; or

een fulfilled and it is no longer rsonal Data (or the relevant part s;

disposed of under this Agreement ne following method(s): <<insert

the Shared Personal Data (as he Disclosing Party of the same in onal Data has been deleted or ve in sub-Clause 7.4.

fer of Shared Personal Data shall Data by the Receiving Party with a ot be limited to, the appointment of he Shared Personal Data with a

hes to appoint a third-party data closing Party for any acts and/or shall comply with Articles 28 and

y of the Shared Personal Data

ed Personal Data to the Receiving <<insert description of the secure

n place appropriate technical and schedule 2) [, as reviewed and ainst the unauthorised or unlawfules or destruction of, or damage to, do to the state of technological



development and th

9.3 When putting appr both Parties shall e Shared Personal D resulting from the u or destruction of, or

9.4 All technical and or reviewed [regularly] such measures up throughout the Tern

10. Training

10.1 Both Parties shall e the Shared Person trained to do so in the technical and or

10.2 The Receiving Par whom the Shared F obligations in relati Representatives ar Receiving Party by

11. Personal Data Breaches

11.1 In the event of a obligations to repor and, if applicable, to the UK GDPR. Fur such breach withou reported to the Information

11.2 Each Party shall pr cost] OR [at the obreaches.

12. Term, Review, and Termi

12.1 This Agreement sh review the sharing <<insert interval>> in sub-Clause 2.2 a shall continue, ame

12.2 Reviews under this

12.2.1 evaluating the processed in limited to the

12.2.2 evaluating w Legislation a and lawful p 6), data rete ny such measures.

rganisational measures in place, y appropriate to the nature of the ected, and to the potential harm processing of, the accidental loss Personal Data.

It in place by both Parties shall be by the respective Party, updating the other Party as appropriate

of their Representatives by whom and processed are appropriately ta Protection Legislation and with et out in Schedule 2.

hat any of its Representatives to sclosed are subject to contractual data protection that bind those e obligations imposed upon the

each Party shall comply with its nformation Commissioner's Office its in accordance with Article 33 of hall inform the other Party of any ive of whether it is required to be to data subjects.

ince to the other Party [at its own in the handling of personal data

c<insert date>>. The Parties shall Data under this Agreement on a ons, aims, and benefits described ome of such a review, the Parties ement.

the following:

e Shared Personal Data is being vhether those purposes are still

omplying with the Data Protection of this Agreement governing fair ie rights of data subjects (Clause a security (Clause 9); and



12.2.3 evaluating w Personal Da and the Data

12.3 Each Party shall hat holding and proce Agreement if it con Personal Data in Agreement.

13. Resolution of Disputes w

- 13.1 In the event of a dis Commissioner's Of against either or be such disputes or camicably in a timely
- 13.2 The Parties agree to procedure initiated they do participate in (such as by telephotoconsider participation resolution proceeding)
- 13.3 Each Party shall at Party's jurisdiction of

14. Warranties

- 14.1 Each Party hereby
 - 14.1.1 hold and pr Data Protec regulations,
 - 14.1.2 respond with enquiries fr Shared Pers
 - 14.1.3 respond to
 - 14.1.4 if applicab Commission
 - 14.1.5 take all app measures se
- 14.2 The Disclosing Par share the Shared P Personal Data will b
- 14.3 The Receiving Part any of the Shared P
- 14.4 Except as expressly and terms, whether are hereby excluded

ta breaches affecting the Shared accordance with this Agreement

he other Party's arrangements for onal Data and to terminate this rty is not processing that Shared ata Protection Legislation or this

Information Commissioner

/ a data subject or the Information cessing of Shared Personal Data will inform each other about any ate with a view to settling them

ly available non-binding mediation the Information Commissioner. If arties may elect to do so remotely neans). The Parties also agree to tion, mediation, or other dispute rotection disputes.

competent court of the Disclosing Information Commissioner.

that it shall:

onal Data in compliance with the ther applicable laws, enactments, milar applicable instruments;

far as reasonably possible to any ssioner's Office relating to the

in accordance with the Data

ate fees to the Information

re compliance with the security Agreement.

undertakes that it is authorised to ceiving Party and that the Shared te.

ndertakes that it shall not transfer he UK.

ht, all other warranties, conditions, tatute, common law, or otherwise, missible by law.



15. **Indemnity**

Subject to the provisions against any cost, charge, indemnified Party arising of Representatives') breach provided that the indemn notice of any such claim, claim, reasonable assistal manage, defend, and/or se

16. Limitation of Liability

16.1 Subject to sub-Clau tort (including negl misrepresentation (any direct or indirect turnover, reputation savings or wasted in relation to any other.

16.2 Neither Party shall of misrepresentation, breach of any obligation or Section 2 of the matter for which it was the section 2 of the matter for which it was the section 2 of the matter for which it was the section 2 of the matter for which it was the section 2 of the sectio

16.3 Nothing in sub-Clai are not excluded u property or physical

17. No Partnership or Agenc

- 17.1 Nothing in this Ag between the Partie authorise either Partie of the other Party.
- 17.2 Each Party hereby benefit of any other

18. Non-Assignment of Agre

Neither Party may assign available to any third party prior written consent of a withheld.

19. Entire Agreement

This Agreement contains the subject matter and may not the duly authorised representations.

h Party shall indemnify the other loss, suffered or incurred by the ith the indemnifying Party's (or its Legislation or this Agreement, indemnifying Party with prompt circumstances giving rise to the claim, and the sole authority to

hall be liable, whether in contract, tatutory duty howsoever arising), igent), restitution, or otherwise, for s, business opportunity, revenue, ct or indirect loss of anticipated or indirect loss or liability under or

other Party for fraud or fraudulent ry resulting from negligence, a 12 of the Sale of Goods Act 1979 Services Act 1982, or any other er Party to exclude liability.

laims for direct financial loss that ies set out therein or for tangible

any partnership or joint venture the agent of the other Party, or any commitments for or on behalf

on its own behalf and not for the

, or in any other manner make len of this Agreement without the consent not to be unreasonably

veen the Parties with respect to its an instrument in writing signed by

20. Variation

No variation of or addition to by each of the Parties or by

21. No Waiver

No failure or delay by eithe shall be deemed to be a wa of any provision of this Agr breach of the same or any

22. Severance

The Parties agree that, i Agreement is found to be oprovisions shall be deem remainder of this Agreeme

23. Communication

- 23.1 All notices under th if signed by the Par as appropriate.
- 23.2 Notices shall be dea
 - 23.2.1 when delive registered m
 - 23.2.2 when sent, transmission
 - 23.2.3 on the fifth ordinary mai
 - 23.2.4 on the tent postage pre
- 23.3 All notices under address, facsimile r

24. Third Party Rights

Unless expressly stated of under the Contracts (Righ Agreement.

25. [Consideration

The Receiving Party accep payment of £1 from the acknowledges.]

e effective unless in writing signed n on its behalf.

of its rights under this Agreement waiver by either Party of a breach to be a waiver of any subsequent

r more of the provisions of this wise unenforceable, that or those mainder of this Agreement. The rceable.

writing and be deemed duly given a duly authorised officer thereof,

given:

ier or other messenger (including siness hours of the recipient; or

mile or email and a successful s generated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

e addressed to the most recent notified to the other Party.

t does not give rise to any rights 1999 to enforce any term of this

Agreement in consideration of the characteristic characteristics and the characteristics are the consideration of the consideration of

26. Law and Jurisdiction

- 26.1 This Agreement (in therefrom or associaccordance with, the
- 26.2 Any dispute, contro this Agreement (ind therefrom or associ of England and Wal

SIGNED for and on behalf of the Description of the Signature of the Signat

Authorised Signature

Date: _____

SIGNED for and on behalf of the F <<Name and Title of person signing

Authorised Signature

Date: _____

ual matters and obligations arising governed by, and construed in ales.

im between the Parties relating to al matters and obligations arising within the jurisdiction of the courts

S

SCHEDULE 1

Shared Personal Data and State

Category of Personal Data	A
	N /
	P

t	Stated Purposes	Restrictions (If Applicable)

Technical and Organisational Da

The following are the techi to in Clause 9:

- Each Party shall ensure t security measures to a star
 - 1.1 the nature of the Sh
 - 1.2 the potential harm the accidental loss
- 2. In particular, each Party sh
 - 2.1 have in place, and
 - 2.1.1 defines secu
 - 2.1.2 allocates re individual [(s
 - 2.1.3 is provided Agreement;
 - 2.1.4 is dissemina applicable);
 - 2.1.5 provides a m
 - 2.2 ensure that approp to protect the hardy Personal Data in ac
 - 2.3 prevent unauthorise
 - 2.4 protect the Share practical to do so;
 - 2.5 ensure that its store practice such that (including paper resecure locations an monitored and continuous paper).
 - 2.6 have secure meth whether in physical electronic form (for encryption);
 - 2.7 password protect a
 Data is stored,
 requirements, e.g.
 and that passwords
 - 2.8 [not allow the stora such as laptops or times;]

data protection measures referred

ared Personal Data, it maintains

h is to be protected; and

norised or unlawful processing of, age to, the Shared Personal Data.

licy which:

k assessment:

enting the policy to a specific officer)] or personnel;

before the commencement of this

oresentatives (and other staff, if

and review.

and virus protection are in place is used in processing the Shared try practice;

Personal Data;

pseudonymisation, where it is

Data conforms with best industry nared Personal Data is recorded red electronically) are stored in o Shared Personal Data is strictly

ansfer of Shared Personal Data sing couriers rather than post) or <<insert type of encryption>>

evices on which Shared Personal words are secure (<<describe etters, special characters etc.>>), y circumstances;

onal Data on any mobile devices ces are kept on its premises at all 2.9 take reasonable ste to the Shared Personable

2.10 have in place meth (including loss, dam

2.10.1 the ability t Shared Pers

2.10.2 having a property breaches of

2.10.3 notifying the

2.11 have a secure production and storing back-up

2.12 have a secure m including for back-u

2.13 adopt such organi procedures as are 27001:2013, as ap Shared Personal Da ity of personnel who have access

dealing with breaches of security ared Personal Data) including:

luals have worked with specific

for investigating and remedying slation; and

ny such security breach occurs.

electronic Shared Personal Data ls:

nwanted Shared Personal Data redundant equipment; and

nd technological processes and ith the requirements of ISO/IEC Purposes and the nature of the

