

## Data Processing Addendum

This Data Processing Addendum (the "**Addendum**"), reflects the parties' agreement with respect to the terms governing the processing of Personal Data (as defined below) under the contract for services between Civica and the Customer (the "**Contract**"). This Addendum forms part of the Contract and amends and replaces the provisions in the Contract that relate expressly to the parties' use of Personal Data, including any specific information security and data protection paragraphs and schedules; and (ii) any other provisions in the Contract that conflict with the terms of this Addendum. In the event of a conflict between the terms of the Contract and the terms of this Addendum, the terms of this Addendum shall prevail. Except as expressly stated in this Addendum, the term of this Addendum shall follow the term of the Contract and nothing in this Addendum shall change either party's exclusions and limitations of liability under the Contract. Capitalised terms used but not defined in this Addendum shall have the meaning set out in the Contract.

### 1 Definitions

**Contract Personal Data** means the Personal Data Processed in connection with the Contract.

**Controller** shall have the meaning set out in the UK GDPR.

**Data Processing Schedule** means the scope of the Processing activities carried out by Civica pursuant to the Contract, as set out here: [\[insert link to URL\]](#).

**Data Protection Legislation** means all applicable legislation relating to privacy or data protection in force from time to time, including any statute or statutory provision which amends, extends, implements, consolidates or replaces the same, and in particular, to the extent applicable and without limitation, the GDPR, the GDPR as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 ("**UK GDPR**") and the Data Protection Act 2018.

**Data Subject** shall have the meaning set out in the UK GDPR.

**GDPR** means the EU General Data Protection Regulation being Regulation (EU) 2016/679.

**ICO** means the Information Commissioner's Office or any replacement authority in the UK.

**Personal Data** shall have the meaning set out in the UK GDPR.

**Personal Data Breach** means a breach of security leading to the accidental loss or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Contract Personal Data.

**Process/Processing** shall have the meaning set out in the UK GDPR.

**Processor** shall have the meaning set out in the UK GDPR.

**Services** means the services provided by Civica to the Customer under the Contract.

**Sub-Processing Schedule** means the list of sub-processors appointed by Civica pursuant to Clause 2.8.5 of this Addendum, and as provided to you in writing by Civica from time to time.

### 2 Data protection

2.1 the Customer shall, as a Controller, comply with, and not cause Civica to breach, the Data Protection Legislation.

2.2 the Customer shall ensure it has a legal basis to, and has fulfilled all its obligations that entitle it to, share the Contract Personal Data with Civica.

- 2.3 In interpreting the Data Protection Legislation the parties shall have regard to all guidance and codes of practice issued by the ICO and any other body with regulatory authority in relation to the Processing of the Contract Personal Data.
- 2.4 The parties agree that if there are changes to the Data Protection Legislation or related guidance from the ICO or any other body with regulatory authority in relation to the Processing during the term of the Contract which require either party to take additional steps to enable compliance with the Data Protection Legislation, the parties shall review the provisions of this Addendum and shall negotiate in good faith to agree appropriate changes to it.
- 2.5 The parties undertake to each other that they shall comply with the Data Protection Legislation in relation to their collection and Processing, respectively, of the Contract Personal Data in connection with the Services.
- 2.6 Each party shall provide the other with the name and contact details of its data protection contact, who is responsible for data protection matters on a day-to-day basis as applicable to the Services, and who will serve as the relevant contact for any notice given pursuant to this Addendum.
- 2.7 Civica carries out certain Processing activities on behalf of the Customer in performing the Services. To the extent that Civica Processes Contract Personal Data on behalf of the Customer in connection with the Services, paragraph 2.8 shall apply to the Processing.

### **Processing Data**

2.8 Civica (as Processor) shall:

- 2.8.1 Process the Contract Personal Data only (i) on the written instructions of the Customer and as detailed in the Data Processing Schedule, or (ii) as required by any regulator or applicable law (in which case Civica shall inform the Customer of such legal requirement before Processing, unless prevented from doing so by applicable law);
- 2.8.2 not Process Contract Personal Data outside of the UK or a jurisdiction deemed to provide an adequate level of protection for Personal Data pursuant to the UK GDPR (and ensure that its sub-processors shall not Process Contract Personal Data outside of the aforementioned jurisdictions) unless it has written authority from the Customer permitting such a transfer, except where such Processing is required by law to which Civica is subject, and in such a case, Civica shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. For the avoidance of doubt, paragraphs 2.10 and 2.11 shall be deemed written authority from the Customer for the purposes of this paragraph 2.8.2;
- 2.8.3 ensure that its staff who Process the Contract Personal Data have had the necessary training regarding the handling and security of Contract Personal Data and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 2.8.4 implement and maintain suitable and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data, and shall protect against any security threats to the Personal Data, and detect and prevent unauthorised processing of or access to the Personal Data, including by:
- (i) complying with its information security standards as detailed in the Data Processing Schedule;
  - (ii) installing and maintaining all necessary software updates and will give notice to the Customer of such updates which affect the Services;
  - (iii) in assessing the appropriate level of security, taking into account the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed; and

- (iv) taking such steps to ensure that any person acting under the authority of Civica who has access to the Personal Data does not Process such Personal Data except in respect of the Services, unless he or she is required to do so by law;
- 2.8.5 not engage another Processor to carry out specific Processing activities on behalf of the Customer (a sub-processor) without the Customer's prior written authorisation, save for where it engages any companies within its corporate group. The Customer hereby authorises Civica to use any sub-processor to process Contract Personal Data on its behalf, provided that Civica complies with its obligations in paragraph 2.8.6. A list of Civica's sub-processors appointed pursuant to this paragraph 2.8.5, as at the date of this Addendum, is set out in the Sub-Processing Schedule. Civica shall give the Customer prior notice of any intended addition or replacement of the sub-processors set out in the Sub-Processing Schedule, including the location of any sub-processors. The Customer shall have 5 Working Days from the date of receipt of such notification to object to the change. If the Customer objects to the change, Civica shall refrain from making that addition or replacement. The Customer agrees that if it objects to a sub-processor, Civica shall be relieved from any obligation to supply any such Service that is impacted by the Customer's objection, provided that Civica has taken appropriate care in selecting such sub-processor, and complied with paragraph 2.8.6. If the Customer fails to respond to such change notification within the period stipulated above, the Customer shall be deemed to have authorised the change to Civica's sub-processors;
- 2.8.6 where Civica engages another processor for carrying out specific Processing activities on behalf of the Customer (a sub-processor), impose the same data protection obligations no less onerous than those set out in this paragraph 2.8 on the sub-processor by way of a written contract. Where the sub-processor fails to fulfil its data protection obligations, Civica shall remain fully liable to the Customer for the performance of the sub-processor's obligations;
- 2.8.7 on request from the Customer, and subject to the Customer paying Civica's reasonable costs in collating any such data, (i) assist the Customer, by appropriate technical and organisational measures, insofar as this is possible, in responding to any request, complaint, demand or order from a Data Subject related to the Contract Personal Data; (ii) to the extent necessary, assist the Customer in responding to any request, complaint, demand or order from a supervisory authority, regulator or government authority (including law enforcement) related to the Contract Personal Data; and (iii) to the extent necessary, assist the Customer in ensuring compliance with the Customer's obligations under the Data Protection Legislation, including by providing reasonable cooperation and information in respect of security, breach notifications, impact assessments and consultations with supervisory authorities, regulators and government authorities (including law enforcement);
- 2.8.8 at the choice of the Customer, either destroy, anonymise or return all the Contract Personal Data in its possession to the Customer after the end of the provision of Services relating to the Processing, and delete or, to the extent that deletion is not technically feasible, put beyond use (including not disclosing, keeping securely and retaining solely for the purpose of, and for no longer than is required to support, Civica's disaster recovery protocols) and then permanently delete, all copies of the Contract Personal Data in its possession, unless storage of such copies is required by law and/or to carry out contractual obligations and on request provide written confirmation that it has done so;
- 2.8.9 make available to the Customer all information necessary to demonstrate its compliance with the obligations set out in this paragraph 2.8, subject to the Customer paying Civica's reasonable costs in collating any such information;
- 2.8.10 allow for and contribute to audits, including inspections, conducted by the Customer or the Customer's designated auditor provided that:

(i) reasonable notice of not less than 10 Working Days is given of any proposed audit and the parties shall, acting reasonably, agree the scope and parameters of any such audit;

(ii) such audit shall be conducted on a Working Day, shall be subject to Civica's policies and may not unreasonably interfere with Civica's business activities;

(iii) the audit shall be subject to Civica's duties of confidentiality owed to any of its clients or employees;

(iv) Civica shall, to the extent practicable, and in no event in any way that would have an adverse effect on Civica's relationship with any sub-processor, request that its sub-processors participate in, and contribute to, such audits; and

(v) the audit may not be conducted more than once in any calendar year; and

(vi) the Customer shall pay Civica's reasonable costs arising out of such audits.

2.8.11 inform the Customer if, in its opinion, an instruction infringes UK GDPR;

2.8.12 notify the Customer without undue delay after becoming aware of either:

2.8.12.1 a Personal Data Breach;

2.8.12.2 any Personal Data Breach notification, complaint or other notice or communication in relation to the Processing or either party's compliance with the Data Protection Legislation.

Civica will not directly respond to any such Personal Data Breach notification, complaint, notice or communication unless required by applicable law.

2.9 Where the Customer fails to comply with the Data Protection Legislation, it shall keep Civica indemnified in full and on demand and hold Civica harmless against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Civica as a result of, or in connection with, any failure by the Customer to comply with its obligations set out in this Addendum or the Data Protection Legislation.

2.10 The Customer agrees and acknowledges that Civica may transfer Personal Data to outside of the UK, provided that Civica ensures such transfer meets the requirements of the UK GDPR. Civica will make available information in relation to any such transfer, including copies of any safeguards relied upon for such transfer, upon request from the Customer.

2.11 Where paragraph 2.10 applies and subject to its requirements:

(i) in respect of transfers subject to appropriate safeguards and to the extent permissible under applicable Data Protection Legislation, the Customer appoints Civica as its agent and instructs Civica to enter into such contractual clauses or other safeguards as are approved pursuant to the Data Protection Legislation from time to time ("**SCCs**") between the Customer and any of Civica's sub-processors as described in paragraph 2.8.5. In such circumstances, Civica shall include language in the SCCs that reflects that the SCCs are entered into between the Customer, having authorised Civica to enter into the SCCs in its name, and on its behalf, as data exporter, and the relevant sub-processor, as data importer, under paragraph 2.8.5;

(ii) where SCCs are available under applicable Data Protection Legislation for execution by Civica on its own behalf as a Processor, rather than on the Customer's behalf, the Customer agrees and acknowledges that Civica may enter into such SCCs on Civica's own behalf between Civica and any of Civica's sub-processors as described in paragraph 2.8.5; and

(iii) Civica will make available any SCCs upon request from the Customer.



