



VWV Data Processing Terms

The following definitions shall apply in these Terms:

Client: means the client identified in the VWV letter of engagement.

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

Data Controller: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the Data Controller or the specific criteria for its nomination may be provided for by Union or Member State law.

Data Processor: means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.

Data Protection Laws: the General Data Protection Regulation EU 2016/679 (**GDPR**) and any applicable national laws or regulations which implement, amend, extend, re-enact, or consolidate GDPR or any applicable successor data protection regime to that governed by GDPR.

Data Subject: means an identified or identifiable natural person about whom Personal Data is processed; an identifiable natural person is one who can be identified, directly or indirectly, by reference to the Personal Data.

Personal Data: means information relating to a Data Subject such as a name, an identification number, location data, online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person, including opinions about a Data Subject.

Processing: means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Protected Data: means Personal Data received by VWV from or on behalf of the Client in connection with the performance of VWV's obligations as a Data Processor under the agreement between VWV and the Client.

Sub-Processor: means any agent, subcontractor or other third party (excluding its employees) engaged by VWV for carrying out any processing activities on behalf of the Client in respect of the Protected Data.

VWV: means the brand name of Veale Wasbrough Vizards LLP.

Compliance with Data Protection Laws

- 1.1 The parties agree that the Client is the Controller and VWV is a Processor for the purposes of processing Protected Data.

- 1.2 Both parties shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data.
- 1.3 The Client shall ensure all instructions given by it to VWV in respect of Protected Data shall at all times be in accordance with Data Protection Laws.
- 1.4 VWV shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and these Terms.
- 1.5 The Client shall indemnify and keep indemnified VWV against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Client of its obligations under these Terms.

Instructions

- 1.6 VWV shall:
 - 1.6.1 only process (and shall ensure its employees, agents and subcontractor only process) the Protected Data in accordance with these Terms including [Appendix 1](#) (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
 - 1.6.2 without prejudice to clause [1.2](#), if VWV believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

Security

- 1.7 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, VWV shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(a) to 32(d) (inclusive) of the GDPR and any special processing requirements set out in [Appendix 1](#).

Sub-processing and personnel

- 1.8 Subject to clause [1.9](#), VWV shall not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Client.
- 1.9 VWV may appoint a Sub-Processor, subject to the following:
 - 1.9.1 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, VWV shall enter a written contract with the Sub-Processor that is enforceable by VWV containing materially the same obligations as under these Terms and ensure each such Sub-Processor complies with all such obligations;

- 1.9.2 VWV shall remain fully liable to the Client for all the acts and omissions of each Sub-Processor in respect of the Protected Data as if they were its own; and
- 1.9.3 VWV shall ensure that all persons authorised by VWV or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

Assistance

- 1.10 VWV shall (at the Client's cost):
 - 1.10.1 assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to VWV; and
 - 1.10.2 taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

International transfers

- 1.11 Subject to clause 1.12, VWV shall not process or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the European Economic Area (**EEA**) or to any international organisation without the prior written consent of the Client.
- 1.12 The Client authorises the Permitted Transfers listed in **Appendix 1**.

Audits and processing

- 1.13 VWV shall, in accordance with Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate VWV's compliance with the obligations placed on it under these Terms and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose at reasonable times and on reasonable notice (subject to a maximum of one audit request in any 12 month period under this clause 1.12).

Breach

- 1.14 VWV shall notify the Client without undue delay on becoming aware of any Personal Data Breach in respect of any Protected Data.

Deletion / return

- 1.15 On the end of the provision of the Services relating to the processing of Protected Data, at the Client's cost and the Client's option, VWV shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires VWV to store such Protected Data.

Appendix 1 Data protection

(To be completed by the Client in respect of all data processing instructions)

1	Subject-matter of processing	[Insert]
2	Duration of the processing	[Insert]
3	Nature and purpose of the processing	[Insert]
4	Type of Personal Data	[Insert]
5	Categories of Data Subjects	[Insert]
6	Specific processing instructions	[Insert]
7	Permitted Transfers	[Insert]