Dataro - UK GDPR Dataro Processing Addendum

Version 1.2
Updated September 2022

1. This UK GDPR Data Processing Addendum (the **Addendum**) forms part of the Dataro Terms & Conditions of Use (and any ancillary documentation such as an Order Form), as updated or amended from time to time (the **Agreement**), between you, the Customer stated on an Order Form, and Dataro. All capitalized terms not defined in the Addendum have the meaning set out in the Agreement.

2. This Addendum applies only if and to the extent the Dataro processes Personal Data on behalf of a Customer that qualifies as a Controller with respect to that Personal Data under the Data Protection Law.

Definitions and Interpretation

3. Unless otherwise defined herein, capitalized terms and expressions used in this Addendum shall have the following meaning:

    3.1. 'Controller', 'Processor', 'Data Subject', 'Personal Data', 'Personal Data Breach', 'Processing' (and 'Process') and 'Special Categories of Personal Data' have the meanings given in the Data Protection Law.
    3.2. 'Customer' has the same meaning as 'you' in the Dataro Terms & Conditions of Use.
    3.3. 'Data Transfer' means: a transfer of Customer Personal Data from the Customer to Dataro; or an onward transfer of Customer Personal Data from Dataro to a Subprocessor
    3.4. 'Data Protection Law' means the EU General Data Protection Regulation (Regulation 2016/679) (the **GDPR**) and any applicable national laws made under the GDPR; and in respect of the United Kingdom, the UK GDPR and Data Protection Act 2018
    3.5. 'Subprocessor' means any person appointed by or on behalf of Dataro to process Personal Data on behalf of the Customer in connection with the Agreement.

Processing of Customer Personal Data

4. The Customer (the **Controller**) appoints Dataro as a Processor to Process the Personal Data described in **Annex A** (the **Data**) only on the Controller's documented instructions (and as per the terms set out in this Addendum) for the purposes described in the Agreement or as otherwise agreed in writing by the parties (the **Permitted Purpose**).

Prohibited data

5. Unless explicitly requested by Dataro to do so, the Customer will not disclose (and will not permit any Data Subject to disclose) any Special Categories of Personal Data to Dataro for Processing.

Personnel and Confidentiality

6. Dataro shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Data, as strictly necessary for the purposes of the Agreement, and ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

International transfers

7. If Personal Data processed under this Agreement is transferred from a country within the UK to a country outside the UK, the Parties shall ensure that the Personal Data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on UK approved standard contractual clauses for the transfer of personal data (as set out in the International Data Transfer Agreement at **Annex C**).

Security

8. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Dataro shall in relation to the Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk and to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a **Security Incident**). The technical and organisational measures adopted by Dataro are set out at **Annex B** and may be amended from time to time.

Subprocessing

9. Dataro shall not appoint (or disclose any Data to) any Subprocessor unless approved or authorised by the Customer (including as authorised in the Agreement). Where Dataro appoints a Subprocessor, Dataro must impose data protection terms on any Subprocessor it appoints that require it to protect the Data to the standard required by the Data Protection Law. Dataro is liable to the Controller for a sub-processor's compliance with its data protection obligations. Approved Sub-processors are listed in **Annex A**.

Cooperation and data subjects' rights

10. Dataro will provide reasonable and timely assistance, including taking appropriate technical and organisational measures, to the Customer (at the Customer's expense) to enable the Customer to respond to:
    10.1. any request from a Data Subject to exercise any of its rights under the Data Protection Law; and
    10.2. any other correspondence, enquiry or complaint received from a Data Subject, regulator or other third party in connection with the processing of the Data. If any such request, correspondence, enquiry or complaint is made directly to Dataro, Dataro will promptly inform the Customer, providing full details.

Data Protection Impact Assessment

11. If Dataro believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, it will inform the Customer and provide reasonable cooperation to the Customer in connection with any data protection impact assessment that may be required under the Data Protection Law.

Security Incidents

12. If it becomes aware of a confirmed Security Incident, Dataro will inform the Customer without undue delay and will provide reasonable information and cooperation to the Customer so that the Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) the Data Protection Law. Dataro will further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and keep the Customer informed of all material developments in connection with the Security Incident.

Deletion or Return of Data

13. Subject to the Agreement, Dataro shall promptly and in any event within 10 business days after a subscription is terminated, delete or return the Data to the Customer in a manner and form decided by Dataro, acting reasonably. This requirement will not apply to the extent that Dataro is required by applicable law to retain some or all of the Data.

Audit

14. Subject to this section, Dataro shall make available to the Customer on written request in advance all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to reasonable audits, including inspections, by the Customer or its independent third-party auditor in relation to the Processing of the Customer Personal Data by the Contracted Processors. Information and audit rights of the Customer only arise under this clause to the extent that the Agreement does not otherwise give the Customer information and audit rights meeting the relevant requirements of the Data Protection Law.

Annex A - Data Processing Schedule

Description of Transfer & Processing

Categories of data subjects whose personal data is transferred

- The categories of data subjects may include: Customers and their employees, donors and supporters of the Customer, other contacts of the Customer

Categories of personal data transferred

- For Customer's employees: user account information, including full name and email address
- For donors and supporters of Customer: personal details including any information that identifies the data subject and their personal characteristics, including: name (first name only, not full name), area code (not full address), contact details, age, date of birth and gender.
- Other information, specifically information about transactions and communications between the data exporter and the data subject.
- Unique Customer Identifiers (e.g. Constituent IDs); First name, Suburb, Age, Gender information; Information about transactions and communications with individuals; and any other personal data types required for use by Dataro.

Sensitive data transferred?

- None. Dataro does not knowingly collect (and Customer shall not submit or upload) any special categories of data (as defined under the Data Protection Law). Unless explicitly requested by Dataro, the Customer will not disclose (and will not permit any Data Subject to disclose) any Special Categories of Personal Data to Dataro for Processing.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

- Data is transferred on a continuous basis

Nature of the processing

- Providing Dataro's products and services ordered by the Customer, including:
    - Maintain Customer's account and provide access to the products and services
    - Export / import data from Customer's CRM
    - Generate propensity ranks and scores using machine learning processes
    - Generate graphs and reports
    - Calculate probabilities of individuals in the database performing certain behaviours related to fundraising in the near future (i.e. donating to an appeal or increasing their donation amount). Dataro calculates these probabilities using a machine learning process. The essential data processing step of the process is to transform that relational data (i.e. tables of transactions, communications and demographic information) into numerical independent variables (features) and binary dependent variables (targets). All features are derived from the data provided by the client. Initially, the models are trained using features and targets calculated relative to various points in history. Once the models are trained, Dataro continuously re-calculates features for the current date and passes them through the models to produce probabilistic predictions.
    - Additionally, we process the client's historical campaign data in order to produce reports which demonstrate the efficacy of the models. This involves aggregating the

communications and donations related to a fundraising campaign and the model predictions prior to the campaign.

Purpose(s) of the data transfer and further processing

- Providing Dataro's products and services ordered by the Customer, including:
    - Generating propensity ranks and scores for donors / supporters
    - Generating fundraising campaigns and reports
    - Track fundraising performance and make recommendations
    - Maintain customer account including responding to service tickets and requests
    - Support Customer's fundraising efforts
    - Provision of Dataro's propensity modelling and other products and tools stated in Dataro's Terms & Conditions.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

- The duration of processing personal data shall be for as long as Dataro has a business relationship with the Customer, and at the end of that relationship, Dataro will act in accordance with this agreement regarding deletion or return of such data.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

- To provide functions required for Dataro to provide its services, such as data storage. The duration of processing personal data shall be for as long as Dataro has a business relationship with the Customer, and at the end of that relationship, Dataro will act in accordance with this agreement regarding deletion or return of such data.

International countries where data will be processed

- Australia

LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors:

1. Name: Amazon Web Services

Address: 410 Terry Avenue North Seattle, WA 98109 United States (https://aws.amazon.com/)

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): We use AWS for its cloud computing services, including: processing, networking & data storage.

(Note on AWS subprocessing from AWS website: AWS offers a GDPR-compliant AWS GDPR Data Processing Addendum (AWS GDPR DPA) that incorporates AWS's commitments as data processor. The AWS GDPR DPA, which includes Standard Contractual Clauses, is part of the AWS Service Terms and is automatically available for all customers who require this to comply with the GDPR.)

Annex B - Technical and Organisational Security Measures

Description of the technical and organisational measures implemented by Dataro to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Measure	Description
Measures of pseudonymisation	Dataro is committed to delivering high-level service and satisfaction to its clients. As we deal with data on a daily basis, effective information security management is critical for our organisation, employees and clients. We seek to abide by privacy by design principles and as such, with respect to data about our Customers' donors, we do not store the following types directly personally identifying information: Last Name, Email Address, Phone Number(s), Street Address, Financial Payment Details (e.g. credit card numbers or expiry). Such information is only stored in the client system, and not by Dataro. Donor contact information details are never stored on disk and are only used to transform into a more privacy-friendly format for modelling (for example, email addresses are not stored and transformed to a boolean which is used only to identify if an individual has an email address or not).
Measures of encryption of personal data and for the security of customer data	All client data is stored at rest in Amazon Web Services (AWS) S3 Buckets which are by-default industry-standard AES-256 Encrypted and Private. Modelling metadata and app-related outputs (outputs for display in the Dataro platform) are stored in an AWS Aurora Postgres database that exists in a private subnet in our own AWS VPC and is not directly accessible from the internet. Data is processed in virtual machine images (Docker containers) on dynamically allocated compute instances (AWS Batch). As such there are no standing instances to access or compromise. This dramatically reduces our potential attack surface. Dataro's web application is architected using a 'serverless' framework where backend requests are processed using abstracted compute units (AWS Lambda) instead of standing instances. AWS is a top-tier cloud vendor and in the cases above there are huge security benefits to using their managed services (Batch, S3, Lambda) instead of managing our own servers. Issues such as patching, disaster recovery, backups, configuration and so forth are handled by AWS as part of their managed service offering.

Measures for ensuring confidentiality and controlling access to customer data	We have implemented stringent controls governing this data. Awareness training is provided to all employees during the on-boarding process which covers the importance of and best practices for handling customer data. Access to the production buckets is provisioned using AWS Identity and Access Management (IAM) and is currently directly accessible to the production processing system and Dataro's CTO (Chief Technical Officer). Access to Dataro environments within Dataro is limited only to the most senior employees who have been trained in our security protocols. Control measures include access restriction to privileged groups with additional authentication requiring 2FA and password strength requirements in line with best practice. **Risk Based Approach** Dataro adopts a risk-based approach to processing, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access
Measures for the security of personal data in transit	Data is collected from Customer systems using the Customer's CRM vendor's API (for security documentation for Blackbaud's REST API, for example, see here) or it is sent to Dataro directly using best practice Secure File Transfer Protocol (SFTP).
Measures for ensuring events logging	Logs are a key component of our overall incident detection and response strategy. All Dataro systems write logs to AWS Cloudwatch.
Measures for ensuring physical security	Physical security controls in our offices ensure robust physical security appropriate to the nature of our business. All Dataro resources are hosted in Australian regions in secure facilities provided by AWS. AWS has best-in-market data centre controls: https://aws.amazon.com/compliance/data-center/controls/
Measures for system updates and security	We deploy updates to our system using a rigorous CI/CD (Continuous Integration and Continuous Delivery) process which includes automated testing for a number of security hazards, including static and dynamic analysis of the code and deployed systems.
Processing data only according to instructions	Contact persons and project managers are identified for all projects. All Dataro employees receive appropriate privacy and data security training and are required to comply with DAtaro's IT security policy.
Measures for ensuring data integrity and business continuity	Administration activities on servers are only carried out by trained personal who are the most senior at Dataro. 2FA is compulsory for all activities involving access to customer data stored by Dataro. We care about the resilience of our products and appreciate that disruptions can happen, so have developed our Business Continuity Plan appropriate to the size of Dataro and scope of products supplied.

	Key processes include: annual business continuity plan reviews, including key risks and contingencies, plus building services to utilise redundancy capabilities of our cloud services providers.

Annex C: International Data Transfer Agreement

Part 1: Tables

Table 1: Parties and signatures

Start date	This Addendum is entered into and becomes a binding part of the Agreement with effect from the date the last party signs the Agreement.	
The Parties	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
Parties' details	The Customer stated in the Agreement	Dataro Ops Pty Ltd
Key Contact	The Key Contact stated in the Agreement	Job Title: COO Contact details including email: chris@dataro.io
Importer Data Subject Contact		Job Title: COO Contact details including email: chris@dataro.io

Table 2: Transfer Details

UK country's law that governs the IDTA:	England and Wales
Primary place for legal claims to be made by the Parties	England and Wales
The status of the Exporter	In relation to the Processing of the Transferred Data the Exporter is a Controller

The status of the Importer	In relation to the Processing of the Transferred Data the Importer is the Exporter's Processor or Sub-Processor
Whether UK GDPR applies to the Importer	UK GDPR applies to the Importer's Processing of the Transferred Data
Linked Agreement	The agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data: ● The Agreement referred to in Clause 1 above (including Dataro's Terms & Conditions and the Order Form between the Parties)
Term	The Importer may Process the Transferred Data for the period for which the Linked Agreement is in force.
Ending the IDTA before the end of the Term	The Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.
Ending the IDTA when the Approved IDTA changes	Which Parties may end the IDTA as set out in Section 29.2: The Importer and the Exporter
Can the Importer make further transfers of the Transferred Data?	The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).
Specific restrictions when the Importer may transfer on the Transferred Data	The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1: ● there are no specific restrictions.
Review Dates	The Parties must review the Security Requirements at least once each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment

Table 3: Transferred Data

Transferred Data	The personal data to be sent to the Importer under this IDTA consists of information about donors and supporters of the Customer stored by Customer on its CRM or other systems. The types of personal data processed include: a) Unique Customer Identifiers (e.g. Constituent IDs); b) First name, Suburb, Age, Gender information; c) Information about transactions and communications with individuals; and d) any other personal data types required for use by Dataro. The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.
Special Categories of Personal Data and criminal convictions and offences	The Transferred Data does not include any special categories of personal data (e.g. racial or ethic origin, etc). The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.
Relevant Data Subjects	The Data Subjects of the Transferred Data are: a) donors and supporters of the Customer b) other contacts of the Customer c) Customer's employees The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.
Purpose	The Importer may Process the Transferred Data for the following purposes: ● Providing Dataro's products and services ordered by the Customer, including: ○ Generating propensity ranks and scores for donors / supporters ○ Generating fundraising campaigns and reports ○ Track fundraising performance and make recommendations ○ Maintain customer account including responding to service tickets and requests ○ Support Customer's fundraising efforts ● Provision of Dataro's propensity modelling and other products and tools stated in Dataro's Terms & Conditions. In both cases, any other purposes which are compatible with the purposes set out above. The purposes will update automatically if the information is updated in the Linked Agreement referred to.

Table 4: Security Requirements

Security of Transmission	Data is transmitted to Dataro in accordance with the Agreement or as otherwise agreed between the Parties in writing (such as via SFTP). Details at Annex B - Technical and Organisational Security Measures, above.
Security of Storage	Details at Annex B - Technical and Organisational Security Measures, above.
Security of Processing	The personal data transferred will be subject to the following basic processing activities (please specify): ● Receiving data, including collection, accessing, retrieval, recording, and data entry ● Holding data, including storage, organisation and structuring ● Using data, including analysing, consultation, testing, automated decision making and profiling ● Updating data, including correcting, adaptation, alteration, alignment and combination ● Protecting data, including restricting, encrypting, and security testing ● Returning data to the data exporter or data subject ● Erasing data, including destruction and deletion ● Other, specifically statistical analysis and modelling, including use of machine learning algorithms. Details of the security of processing at Annex B - Technical and Organisational Security Measures, above.
Organisational security measures	Details at Annex B - Technical and Organisational Security Measures, above.
Technical security minimum requirements	Details at Annex B - Technical and Organisational Security Measures, above.
Updates to the Security Requirements	The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.

Part 2: Extra Protection Clauses

N/A

Part 3: Commercial Clauses

Commercial Clauses	Commercial terms are stated in the Agreement.

Part 4: Mandatory Clauses

Information that helps you to understand this IDTA

1. This IDTA and Linked Agreements

1.1 Each Party agrees to be bound by the terms and conditions set out in the IDTA, in exchange for the other Party also agreeing to be bound by the IDTA.

1.2 This IDTA is made up of:

1.2.1 Part one: Tables;

1.2.2 Part two: Extra Protection Clauses;

1.2.3 Part three: Commercial Clauses; and

1.2.4 Part four: Mandatory Clauses.

1.3 The IDTA starts on the Start Date and ends as set out in Sections 29 or 30.

1.4 If the Importer is a Processor or Sub-Processor instructed by the Exporter: the Exporter must ensure that, on or before the Start Date and during the Term, there is a Linked Agreement which is enforceable between the Parties and which complies with Article 28 UK GDPR (and which they will ensure continues to comply with Article 28 UK GDPR).

1.5 References to the Linked Agreement or to the Commercial Clauses are to that Linked Agreement or to those Commercial Clauses only in so far as they are consistent with the Mandatory Clauses.

2. Legal Meaning of Words

2.1 If a word starts with a capital letter it has the specific meaning set out in the Legal Glossary in Section 36.

2.2 To make it easier to read and understand, this IDTA contains headings and guidance notes. Those are not part of the binding contract which forms the IDTA.

3. You have provided all the information required

3.1 The Parties must ensure that the information contained in Part one: Tables is correct and complete at the Start Date and during the Term.

3.2 In Table 2: Transfer Details, if the selection that the Parties are Controllers, Processors or Sub-Processors is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws) then:

3.2.1 the terms and conditions of the Approved IDTA which apply to the correct option which was not selected will apply; and

3.2.2 the Parties and any Relevant Data Subjects are entitled to enforce the terms and conditions of the Approved IDTA which apply to that correct option.

3.3 In Table 2: Transfer Details, if the selection that the UK GDPR applies is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws), then the terms and conditions of the IDTA will still apply to the greatest extent possible.

4. How to sign the IDTA

4.1 The Parties may choose to each sign (or execute):

4.1.1 the same copy of this IDTA;

4.1.2 two copies of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement;

4.1.3 a separate, identical copy of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement,

unless signing (or executing) in this way would mean that the IDTA would not be binding on the Parties under Local Laws.

5. Changing this IDTA

5.1 Each Party must not change the Mandatory Clauses as set out in the Approved IDTA, except only:

5.1.1 to ensure correct cross-referencing: cross-references to Part one: Tables (or any Table), Part two: Extra Protections, and/or Part three: Commercial Clauses can be changed where the Parties have set out the information in a different format, so that the cross-reference is to the correct location of the same information, or where clauses have been removed as they do not apply, as set out below;

5.1.2 to remove those Sections which are expressly stated not to apply to the selections made by the Parties in Table 2: Transfer Details, that the Parties are Controllers, Processors or Sub-Processors and/or that the Importer is subject to, or not subject to, the UK GDPR. The Exporter and Importer understand and acknowledge that any removed Sections may still apply and form a part of this IDTA if they have been removed incorrectly, including because the wrong selection is made in Table 2: Transfer Details;

5.1.3 so the IDTA operates as a multi-party agreement if there are more than two Parties to the IDTA. This may include nominating a lead Party or lead Parties which can make decisions on behalf of some or all of the other Parties which relate to this IDTA (including reviewing Table 4: Security Requirements and

Part two: Extra Protection Clauses, and making updates to Part one: Tables (or any Table), Part two: Extra Protection Clauses, and/or Part three: Commercial Clauses); and/or

5.1.4 to update the IDTA to set out in writing any changes made to the Approved IDTA under Section 5.4, if the Parties want to. The changes will apply automatically without updating them as described in Section 5.4;

provided that the changes do not reduce the Appropriate Safeguards.

5.2 If the Parties wish to change the format of the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of the Approved IDTA, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

5.3 If the Parties wish to change the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of this IDTA (or the equivalent information), they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

5.4 From time to time, the ICO may publish a revised Approved IDTA which:

5.4.1 makes reasonable and proportionate changes to the Approved IDTA, including correcting errors in the Approved IDTA; and/or

5.4.2 reflects changes to UK Data Protection Laws.

The revised Approved IDTA will specify the start date from which the changes to the Approved IDTA are effective and whether an additional Review Date is required as a result of the changes. This IDTA is automatically amended as set out in the revised Approved IDTA from the start date specified.

6. Understanding this IDTA

6.1 This IDTA must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.

6.2 If there is any inconsistency or conflict between UK Data Protection Laws and this IDTA, the UK Data Protection Laws apply.

6.3 If the meaning of the IDTA is unclear or there is more than one meaning, the meaning which most closely aligns with the UK Data Protection Laws applies.

6.4 Nothing in the IDTA (including the Commercial Clauses or the Linked Agreement) limits or excludes either Party's liability to Relevant Data Subjects or to the ICO under this IDTA or under UK Data Protection Laws.

6.5 If any wording in Parts one, two or three contradicts the Mandatory Clauses, and/or seeks to limit or exclude any liability to Relevant Data Subjects or to the ICO, then that wording will not apply.

6.6 The Parties may include provisions in the Linked Agreement which provide the Parties with enhanced rights otherwise covered by this IDTA. These enhanced rights may be subject to commercial terms, including payment, under the Linked Agreement, but this will not affect the rights granted under this IDTA.

6.7 If there is any inconsistency or conflict between this IDTA and a Linked Agreement or any other agreement, this IDTA overrides that Linked Agreement or any other agreements, even if those agreements have been negotiated by the Parties. The exceptions to this are where (and in so far as):

6.7.1 the inconsistent or conflicting terms of the Linked Agreement or other agreement provide greater protection for the Relevant Data Subject's rights, in which case those terms will override the IDTA; and

6.7.2 a Party acts as Processor and the inconsistent or conflicting terms of the Linked Agreement are obligations on that Party expressly required by Article 28 UK GDPR, in which case those terms will override the inconsistent or conflicting terms of the IDTA in relation to Processing by that Party as Processor.

6.8 The words "include", "includes", "including", "in particular" are used to set out examples and not to set out a finite list.

6.9 References to:

6.9.1 singular or plural words or people, also includes the plural or singular of those words or people;

6.9.2 legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this IDTA has been signed; and

6.9.3 any obligation not to do something, includes an obligation not to allow or cause that thing to be done by anyone else.

7. Which laws apply to this IDTA

7.1 This IDTA is governed by the laws of the UK country set out in Table 2: Transfer Details. If no selection has been made, it is the laws of England and Wales. This does not apply to Section 35 which is always governed by the laws of England and Wales.

How this IDTA provides Appropriate Safeguards

8. The Appropriate Safeguards

8.1 The purpose of this IDTA is to ensure that the Transferred Data has Appropriate Safeguards when Processed by the Importer during the Term. This standard is met when and for so long as:

8.1.1 both Parties comply with the IDTA, including the Security Requirements and any Extra Protection Clauses; and

8.1.2 the Security Requirements and any Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach, including considering any Special Category Data within the Transferred Data.

8.2 The Exporter must:

8.2.1 ensure and demonstrate that this IDTA (including any Security Requirements and Extra Protection Clauses) provides Appropriate Safeguards; and

8.2.2 (if the Importer reasonably requests) provide it with a copy of any TRA.

8.3 The Importer must:

8.3.1 before receiving any Transferred Data, provide the Exporter with all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including any information which may reasonably be required for the Exporter to carry out any TRA (the "Importer Information");

8.3.2 co-operate with the Exporter to ensure compliance with the Exporter's obligations under the UK Data Protection Laws;

8.3.3 review whether any Importer Information has changed, and whether any Local Laws contradict its obligations in this IDTA and take reasonable steps to verify this, on a regular basis. These reviews must be at least as frequent as the Review Dates; and

8.3.4 inform the Exporter as soon as it becomes aware of any Importer Information changing, and/or any Local Laws which may prevent or limit the Importer complying with its obligations in this IDTA. This information then forms part of the Importer Information.

8.4 The Importer must ensure that at the Start Date and during the Term:

8.4.1 the Importer Information is accurate;

8.4.2 it has taken reasonable steps to verify whether there are any Local Laws which contradict its obligations in this IDTA or any additional information regarding Local Laws which may be relevant to this IDTA.

8.5 Each Party must ensure that the Security Requirements and Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.

9. Reviews to ensure the Appropriate Safeguards continue

9.1 Each Party must:

9.1.1 review this IDTA (including the Security Requirements and Extra Protection Clauses and the Importer Information) at regular intervals, to ensure that the IDTA remains accurate and up to date and continues to provide the Appropriate Safeguards. Each Party will carry out these reviews as frequently as the relevant Review Dates or sooner; and

9.1.2 inform the other party in writing as soon as it becomes aware if any information contained in either this IDTA, any TRA or Importer Information is no longer accurate and up to date.

9.2 If, at any time, the IDTA no longer provides Appropriate Safeguards the Parties must Without Undue Delay:

9.2.1 pause transfers and Processing of Transferred Data whilst a change to the Tables is agreed. The Importer may retain a copy of the Transferred Data

during this pause, in which case the Importer must carry out any Processing required to maintain, so far as possible, the measures it was taking to achieve the Appropriate Safeguards prior to the time the IDTA no longer provided Appropriate Safeguards, but no other Processing;

9.2.2 agree a change to Part one: Tables or Part two: Extra Protection Clauses which will maintain the Appropriate Safeguards (in accordance with Section 5); and

9.2.3 where a change to Part one: Tables or Part two: Extra Protection Clauses which maintains the Appropriate Safeguards cannot be agreed, the Exporter must end this IDTA by written notice on the Importer.

10. The ICO

10.1 Each Party agrees to comply with any reasonable requests made by the ICO in relation to this IDTA or its Processing of the Transferred Data.

10.2 The Exporter will provide a copy of any TRA, the Importer Information and this IDTA to the ICO, if the ICO requests.

10.3 The Importer will provide a copy of any Importer Information and this IDTA to the ICO, if the ICO requests.

The Exporter

11. Exporter's obligations

11.1 The Exporter agrees that UK Data Protection Laws apply to its Processing of the Transferred Data, including transferring it to the Importer.

11.2 The Exporter must:

11.2.1 comply with the UK Data Protection Laws in transferring the Transferred Data to the Importer;

11.2.2 comply with the Linked Agreement as it relates to its transferring the Transferred Data to the Importer; and

11.2.3 carry out reasonable checks on the Importer's ability to comply with this IDTA, and take appropriate action including under Section 9.2, Section 29 or Section 30, if at any time it no longer considers that the Importer is able to comply with this IDTA or to provide Appropriate Safeguards.

11.3 The Exporter must comply with all its obligations in the IDTA, including any in the Security Requirements, and any Extra Protection Clauses and any Commercial Clauses.

11.4 The Exporter must co-operate with reasonable requests of the Importer to pass on notices or other information to and from Relevant Data Subjects or any Third Party Controller where it is not reasonably practical for the Importer to do so. The Exporter may pass these on via a third party if it is reasonable to do so.

11.5 The Exporter must co-operate with and provide reasonable assistance to the Importer, so that the Importer is able to comply with its obligations to the Relevant Data Subjects under Local Law and this IDTA.

The Importer

12. General Importer obligations

12.1 The Importer must:

12.1.1 only Process the Transferred Data for the Purpose;

12.1.2 comply with all its obligations in the IDTA, including in the Security Requirements, any Extra Protection Clauses and any Commercial Clauses;

12.1.3 comply with all its obligations in the Linked Agreement which relate to its Processing of the Transferred Data;

12.1.4 keep a written record of its Processing of the Transferred Data, which demonstrate its compliance with this IDTA, and provide this written record if asked to do so by the Exporter;

12.1.5 if the Linked Agreement includes rights for the Exporter to obtain information or carry out an audit, provide the Exporter with the same rights in relation to this IDTA; and

12.1.6 if the ICO requests, provide the ICO with the information it would be required on request to provide to the Exporter under this Section 12.1 (including the written record of its Processing, and the results of audits and inspections).

12.2 The Importer must co-operate with and provide reasonable assistance to the Exporter and any Third Party Controller, so that the Exporter and any Third Party Controller are able to comply with their obligations under UK Data Protection Laws and this IDTA.

13. Importer's obligations if it is subject to the UK Data Protection Laws

13.1 If the Importer's Processing of the Transferred Data is subject to UK Data Protection Laws, it agrees that:

13.1.1 UK Data Protection Laws apply to its Processing of the Transferred Data, and the ICO has jurisdiction over it in that respect; and

13.1.2 it has and will comply with the UK Data Protection Laws in relation to the Processing of the Transferred Data.

13.2 If Section 13.1 applies and the Importer complies with Section 13.1, it does not need to comply with:

- Section 14 (Importer's obligations to comply with key data protection principles);
- Section 15 (What happens if there is an Importer Personal Data Breach);
- Section 15 (How Relevant Data Subjects can exercise their data subject rights); and
- Section 21 (How Relevant Data Subjects can exercise their data subject rights – if the Importer is the Exporter's Processor or Sub-Processor).

14. Importer's obligations to comply with key data protection principles

14.1 The Importer does not need to comply with this Section 14 if it is the Exporter's Processor or Sub-Processor.

14.2 The Importer must:

14.2.1 ensure that the Transferred Data it Processes is adequate, relevant and limited to what is necessary for the Purpose;

14.2.2 ensure that the Transferred Data it Processes is accurate and (where necessary) kept up to date, and (where appropriate considering the Purposes) correct or delete any inaccurate Transferred Data it becomes aware of Without Undue Delay; and

14.2.3 ensure that it Processes the Transferred Data for no longer than is reasonably necessary for the Purpose.

15. What happens if there is an Importer Personal Data Breach

15.1 If there is an Importer Personal Data Breach, the Importer must:

15.1.1 take reasonable steps to fix it, including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again. If the Importer is the Exporter's Processor or Sub-Processor: these steps must comply with the Exporter's instructions and the Linked Agreement and be in co-operation with the Exporter and any Third Party Controller; and

15.1.2 ensure that the Security Requirements continue to provide (or are changed in accordance with this IDTA so they do provide) a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.

15.2 If the Importer is a Processor or Sub-Processor: if there is an Importer Personal Data Breach, the Importer must:

15.2.1 notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:

15.2.1.1 a description of the nature of the Importer Personal Data Breach;

15.2.1.2 (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;

15.2.1.3 likely consequences of the Importer Personal Data Breach;

15.2.1.4 steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;

15.2.1.5 contact point for more information; and

15.2.1.6 any other information reasonably requested by the Exporter,

15.2.2 if it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay; and

15.2.3 assist the Exporter (and any Third Party Controller) so the Exporter (or any Third Party Controller) can inform Relevant Data Subjects or the ICO or any other relevant regulator or authority about the Importer Personal Data Breach Without Undue Delay.

15.3 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a risk to the rights or freedoms of any Relevant Data Subject the Importer must notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:

15.3.1 a description of the nature of the Importer Personal Data Breach;

15.3.2 (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;

15.3.3 likely consequences of the Importer Personal Data Breach;

15.3.4 steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;

15.3.5 contact point for more information; and

15.3.6 any other information reasonably requested by the Exporter.

If it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay.

15.4 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a high risk to the rights or freedoms of any Relevant Data Subject, the Importer must inform those Relevant Data Subjects Without Undue Delay, except in so far as it requires disproportionate effort, and provided the Importer ensures that there is a public communication or similar measures whereby Relevant Data Subjects are informed in an equally effective manner.

15.5 The Importer must keep a written record of all relevant facts relating to the Importer Personal Data Breach, which it will provide to the Exporter and the ICO on request.

This record must include the steps it takes to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Security Requirements continue to provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.

16. Transferring on the Transferred Data

16.1 The Importer may only transfer on the Transferred Data to a third party if it is permitted to do so in Table 2: Transfer Details Table, the transfer is for the Purpose, the transfer does not breach the Linked Agreement, and one or more of the following apply:

16.1.1 the third party has entered into a written contract with the Importer containing the same level of protection for Data Subjects as contained in this IDTA (based on the role of the recipient as controller or processor), and the

Importer has conducted a risk assessment to ensure that the Appropriate Safeguards will be protected by that contract; or

16.1.2 the third party has been added to this IDTA as a Party; or

16.1.3 if the Importer was in the UK, transferring on the Transferred Data would comply with Article 46 UK GDPR; or

16.1.4 if the Importer was in the UK transferring on the Transferred Data would comply with one of the exceptions in Article 49 UK GDPR; or

16.1.5 the transfer is to the UK or an Adequate Country.

16.2 The Importer does not need to comply with Section 16.1 if it is transferring on Transferred Data and/or allowing access to the Transferred Data in accordance with Section 23 (Access Requests and Direct Access).

17. Importer's responsibility if it authorises others to perform its obligations

17.1 The Importer may sub-contract its obligations in this IDTA to a Processor or Sub-Processor (provided it complies with Section 16).

17.2 If the Importer is the Exporter's Processor or Sub-Processor: it must also comply with the Linked Agreement or be with the written consent of the Exporter.

17.3 The Importer must ensure that any person or third party acting under its authority, including a Processor or Sub-Processor, must only Process the Transferred Data on its instructions.

17.4 The Importer remains fully liable to the Exporter, the ICO and Relevant Data Subjects for its obligations under this IDTA where it has sub-contracted any obligations to its Processors and Sub-Processors, or authorised an employee or other person to perform them (and references to the Importer in this context will include references to its Processors, Sub-Processors or authorised persons).

What rights do individuals have?

18. The right to a copy of the IDTA

18.1 If a Party receives a request from a Relevant Data Subject for a copy of this IDTA:

18.1.1 it will provide the IDTA to the Relevant Data Subject and inform the other Party, as soon as reasonably possible;

18.1.2 it does not need to provide copies of the Linked Agreement, but it must provide all the information from those Linked Agreements referenced in the Tables;

18.1.3 it may redact information in the Tables or the information provided from the Linked Agreement if it is reasonably necessary to protect business secrets or confidential information, so long as it provides the Relevant Data Subject with a summary of those redactions so that the Relevant Data Subject can understand the content of the Tables or the information provided from the Linked Agreement.

19. The right to Information about the Importer and its Processing

19.1 The Importer does not need to comply with this Section 19 if it is the Exporter's Processor or Sub-Processor.

19.2 The Importer must ensure that each Relevant Data Subject is provided with details of:

- the Importer (including contact details and the Importer Data Subject Contact);
- the Purposes; and
- any recipients (or categories of recipients) of the Transferred Data;

The Importer can demonstrate it has complied with this Section 19.2 if the information is given (or has already been given) to the Relevant Data Subjects by the Exporter or another party.

The Importer does not need to comply with this Section 19.2 in so far as to do so would be impossible or involve a disproportionate effort, in which case, the Importer must make the information publicly available.

19.3 The Importer must keep the details of the Importer Data Subject Contact up to date and publicly available. This includes notifying the Exporter in writing of any such changes.

19.4 The Importer must make sure those contact details are always easy to access for all Relevant Data Subjects and be able to easily communicate with Data Subjects in the English language Without Undue Delay.

20. How Relevant Data Subjects can exercise their data subject rights

20.1 The Importer does not need to comply with this Section 20 if it is the Exporter's Processor or Sub-Processor.

20.2 If an individual requests, the Importer must confirm whether it is Processing their Personal Data as part of the Transferred Data.

20.3 The following Sections of this Section 20, relate to a Relevant Data Subject's Personal Data which forms part of the Transferred Data the Importer is Processing.

20.4 If the Relevant Data Subject requests, the Importer must provide them with a copy of their Transferred Data:

20.4.1 Without Undue Delay (and in any event within one month);

20.4.2 at no greater cost to the Relevant Data Subject than it would be able to charge if it were subject to the UK Data Protection Laws;

20.4.3 in clear and plain English that is easy to understand; and

20.4.4 in an easily accessible form

together with

20.4.5 (if needed) a clear and plain English explanation of the Transferred Data so that it is understandable to the Relevant Data Subject; and

20.4.6 information that the Relevant Data Subject has the right to bring a claim for compensation under this IDTA.

20.5 If a Relevant Data Subject requests, the Importer must:

20.5.1 rectify inaccurate or incomplete Transferred Data;

20.5.2 erase Transferred Data if it is being Processed in breach of this IDTA;

20.5.3 cease using it for direct marketing purposes; and

20.5.4 comply with any other reasonable request of the Relevant Data Subject, which the Importer would be required to comply with if it were subject to the UK Data Protection Laws.

20.6 The Importer must not use the Transferred Data to make decisions about the Relevant Data Subject based solely on automated processing, including profiling (the "Decision-Making"), which produce legal effects concerning the Relevant Data Subject or similarly significantly affects them, except if it is permitted by Local Law and:

20.6.1 the Relevant Data Subject has given their explicit consent to such Decision-Making; or

20.6.2 Local Law has safeguards which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK; or

20.6.3 the Extra Protection Clauses provide safeguards for the Decision-Making which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK.

21. How Relevant Data Subjects can exercise their data subject rights– if the Importer is the Exporter's Processor or Sub-Processor

21.1 Where the Importer is the Exporter's Processor or Sub-Processor: If the Importer receives a request directly from an individual which relates to the Transferred Data it must pass that request on to the Exporter Without Undue Delay. The Importer must only respond to that individual as authorised by the Exporter or any Third Party Controller.

22. Rights of Relevant Data Subjects are subject to the exemptions in the UK Data Protection Laws

22.1 The Importer is not required to respond to requests or provide information or notifications under Sections 18, 19, 20, 21 and 23 if:

22.1.1 it is unable to reasonably verify the identity of an individual making the request; or

22.1.2 the requests are manifestly unfounded or excessive, including where requests are repetitive. In that case the Importer may refuse the request or may charge the Relevant Data Subject a reasonable fee; or

22.1.3 a relevant exemption would be available under UK Data Protection Laws, were the Importer subject to the UK Data Protection Laws.

If the Importer refuses an individual's request or charges a fee under Section 22.1.2 it will set out in writing the reasons for its refusal or charge, and inform the Relevant Data Subject that they are entitled to bring a claim for compensation under this IDTA in the case of any breach of this IDTA.

How to give third parties access to Transferred Data under Local Laws

23. Access requests and direct access

23.1 In this Section 23 an "Access Request" is a legally binding request (except for requests only binding by contract law) to access any Transferred Data and "Direct Access" means direct access to any Transferred Data by public authorities of which the Importer is aware.

23.2 The Importer may disclose any requested Transferred Data in so far as it receives an Access Request, unless in the circumstances it is reasonable for it to challenge that Access Request on the basis there are significant grounds to believe that it is unlawful.

23.3 In so far as Local Laws allow and it is reasonable to do so, the Importer will Without Undue Delay provide the following with relevant information about any Access Request or Direct Access: the Exporter; any Third Party Controller; and where the Importer is a Controller, any Relevant Data Subjects.

23.4 In so far as Local Laws allow, the Importer must:

23.4.1 make and keep a written record of Access Requests and Direct Access, including (if known): the dates, the identity of the requestor/accessor, the purpose of the Access Request or Direct Access, the type of data requested or accessed, whether it was challenged or appealed, and the outcome; and the Transferred Data which was provided or accessed; and

23.4.2 provide a copy of this written record to the Exporter on each Review Date and any time the Exporter or the ICO reasonably requests.

24. Giving notice

24.1 If a Party is required to notify any other Party in this IDTA it will be marked for the attention of the relevant Key Contact and sent by e-mail to the e-mail address given for the Key Contact.

24.2 If the notice is sent in accordance with Section 24.1, it will be deemed to have been delivered at the time the e-mail was sent, or if that time is outside of the receiving Party's normal business hours, the receiving Party's next normal business day, and provided no notice of non-delivery or bounceback is received.

24.3 The Parties agree that any Party can update their Key Contact details by giving 14 days' (or more) notice in writing to the other Party.

25. General clauses

25.1 In relation to the transfer of the Transferred Data to the Importer and the Importer's Processing of the Transferred Data, this IDTA and any Linked Agreement:

25.1.1 contain all the terms and conditions agreed by the Parties; and

25.1.2 override all previous contacts and arrangements, whether oral or in writing.

25.2 If one Party made any oral or written statements to the other before entering into this IDTA (which are not written in this IDTA) the other Party confirms that it has not relied on those statements and that it will not have a legal remedy if those statements are untrue or incorrect, unless the statement was made fraudulently.

25.3 Neither Party may novate, assign or obtain a legal charge over this IDTA (in whole or in part) without the written consent of the other Party, which may be set out in the Linked Agreement.

25.4 Except as set out in Section 17.1, neither Party may sub contract its obligations under this IDTA without the written consent of the other Party, which may be set out in the Linked Agreement.

25.5 This IDTA does not make the Parties a partnership, nor appoint one Party to act as the agent of the other Party.

25.6 If any Section (or part of a Section) of this IDTA is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity and enforceability of any other Section (or the rest of that Section) of this IDTA.

25.7 If a Party does not enforce, or delays enforcing, its rights or remedies under or in relation to this IDTA, this will not be a waiver of those rights or remedies. In addition, it will not restrict that Party's ability to enforce those or any other right or remedy in future.

25.8 If a Party chooses to waive enforcing a right or remedy under or in relation to this IDTA, then this waiver will only be effective if it is made in writing. Where a Party provides such a written waiver:

25.8.1 it only applies in so far as it explicitly waives specific rights or remedies;

25.8.2 it shall not prevent that Party from exercising those rights or remedies in the future (unless it has explicitly waived its ability to do so); and

25.8.3 it will not prevent that Party from enforcing any other right or remedy in future.

What happens if there is a breach of this IDTA?

26. Breaches of this IDTA

26.1 Each Party must notify the other Party in writing (and with all relevant details) if it:

26.1.1 has breached this IDTA; or

26.1.2 it should reasonably anticipate that it may breach this IDTA, and provide any information about this which the other Party reasonably requests.

26.2 In this IDTA "Significant Harmful Impact" means that there is more than a minimal risk of a breach of the IDTA causing (directly or indirectly) significant damage to any Relevant Data Subject or the other Party.

27. Breaches of this IDTA by the Importer

27.1 If the Importer has breached this IDTA, and this has a Significant Harmful Impact, the Importer must take steps Without Undue Delay to end the Significant Harmful Impact, and if that is not possible to reduce the Significant Harmful Impact as much as possible.

27.2 Until there is no ongoing Significant Harmful Impact on Relevant Data Subjects:

27.2.1 the Exporter must suspend sending Transferred Data to the Importer;

27.2.2 If the Importer is the Exporter's Processor or Sub-Processor: if the Exporter requests, the importer must securely delete all Transferred Data or securely return it to the Exporter (or a third party named by the Exporter); and

27.2.3 if the Importer has transferred on the Transferred Data to a third party receiver under Section 16, and the breach has a Significant Harmful Impact on Relevant Data Subject when it is Processed by or on behalf of that third party receiver, the Importer must:

27.2.3.1 notify the third party receiver of the breach and suspend sending it Transferred Data; and

27.2.3.2 if the third party receiver is the Importer's Processor or Sub-Processor: make the third party receiver securely delete all Transferred Data being Processed by it or on its behalf, or securely return it to the Importer (or a third party named by the Importer).

27.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Exporter must end this IDTA under Section 30.1.

28. Breaches of this IDTA by the Exporter

28.1 If the Exporter has breached this IDTA, and this has a Significant Harmful Impact, the Exporter must take steps Without Undue Delay to end the Significant Harmful Impact and if that is not possible to reduce the Significant Harmful Impact as much as possible.

28.2 Until there is no ongoing risk of a Significant Harmful Impact on Relevant Data Subjects, the Exporter must suspend sending Transferred Data to the Importer.

28.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Importer must end this IDTA under Section 30.1.

Ending the IDTA

29. How to end this IDTA without there being a breach

29.1 The IDTA will end:

29.1.1 at the end of the Term stated in Table 2: Transfer Details; or

29.1.2 if in Table 2: Transfer Details, the Parties can end this IDTA by providing written notice to the other: at the end of the notice period stated;

29.1.3 at any time that the Parties agree in writing that it will end; or

29.1.4 at the time set out in Section 29.2.

29.2 If the ICO issues a revised Approved IDTA under Section 5.4, if any Party selected in Table 2 "Ending the IDTA when the Approved IDTA changes", will as a direct result of the

changes in the Approved IDTA have a substantial, disproportionate and demonstrable increase in:

29.2.1 its direct costs of performing its obligations under the IDTA; and/or

29.2.2 its risk under the IDTA,

and in either case it has first taken reasonable steps to reduce that cost or risk so that it is not substantial and disproportionate, that Party may end the IDTA at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved IDTA.

30. How to end this IDTA if there is a breach

30.1 A Party may end this IDTA immediately by giving the other Party written notice if:

30.1.1 the other Party has breached this IDTA and this has a Significant Harmful Impact. This includes repeated minor breaches which taken together have a Significant Harmful Impact, and

30.1.1.1 the breach can be corrected so there is no Significant Harmful Impact, and the other Party has failed to do so Without Undue Delay (which cannot be more than 14 days of being required to do so in writing); or

30.1.1.2 the breach and its Significant Harmful Impact cannot be corrected;

30.1.2 the Importer can no longer comply with Section 8.3, as there are Local Laws which mean it cannot comply with this IDTA and this has a Significant Harmful Impact.

31. What must the Parties do when the IDTA ends?

31.1 If the parties wish to bring this IDTA to an end or this IDTA ends in accordance with any provision in this IDTA, but the Importer must comply with a Local Law which requires it to continue to keep any Transferred Data then this IDTA will remain in force in respect of any retained Transferred Data for as long as the retained Transferred Data is retained, and the Importer must:

31.1.1 notify the Exporter Without Undue Delay, including details of the relevant Local Law and the required retention period;

31.1.2 retain only the minimum amount of Transferred Data it needs to comply with that Local Law, and the Parties must ensure they maintain the Appropriate Safeguards, and change the Tables and Extra Protection Clauses, together with any TRA to reflect this; and

31.1.3 stop Processing the Transferred Data as soon as permitted by that Local Law and the IDTA will then end and the rest of this Section 29 will apply.

31.2 When this IDTA ends (no matter what the reason is):

31.2.1 the Exporter must stop sending Transferred Data to the Importer; and

31.2.2 if the Importer is the Exporter's Processor or Sub-Processor: the Importer must delete all Transferred Data or securely return it to the Exporter (or a third party named by the Exporter), as instructed by the Exporter;

31.2.3 if the Importer is a Controller and/or not the Exporter's Processor or Sub-Processor: the Importer must securely delete all Transferred Data.

31.2.4 the following provisions will continue in force after this IDTA ends (no matter what the reason is):

- **Section 1** (This IDTA and Linked Agreements);
- **Section 2** (Legal Meaning of Words);
- **Section 6** (Understanding this IDTA);
- **Section 7** (Which laws apply to this IDTA);
- **Section 10** (The ICO);
- Sections 11.1 and 11.4 (Exporter's obligations);
- Sections 12.1.2, 12.1.3, 12.1.4, 12.1.5 and 12.1.6 (General Importer obligations);
- Section 13.1 (Importer's obligations if it is subject to UK Data Protection Laws);
- **Section 17** (Importer's responsibility if it authorised others to perform its obligations);
- **Section 24** (Giving notice);
- **Section 25** (General clauses);
- **Section 31** (What must the Parties do when the IDTA ends);
- **Section 32** (Your liability);
- **Section 33** (How Relevant Data Subjects and the ICO may bring legal claims);
- **Section 34** (Courts legal claims can be brought in);
- **Section 35** (Arbitration); and
- **Section 36** (Legal Glossary).

How to bring a legal claim under this IDTA

32. Your liability

32.1 The Parties remain fully liable to Relevant Data Subjects for fulfilling their obligations under this IDTA and (if they apply) under UK Data Protection Laws.

32.2 Each Party (in this Section, "Party One") agrees to be fully liable to Relevant Data Subjects for the entire damage suffered by the Relevant Data Subject, caused directly or indirectly by:

32.2.1 Party One's breach of this IDTA; and/or

32.2.2 where Party One is a Processor, Party One's breach of any provisions regarding its Processing of the Transferred Data in the Linked Agreement;

32.2.3 where Party One is a Controller, a breach of this IDTA by the other Party if it involves Party One's Processing of the Transferred Data (no matter how minimal)

in each case unless Party One can prove it is not in any way responsible for the event giving rise to the damage.

32.3 If one Party has paid compensation to a Relevant Data Subject under Section 32.2, it is entitled to claim back from the other Party that part of the compensation corresponding to the other Party's responsibility for the damage, so that the compensation is fairly divided between the Parties.

32.4 The Parties do not exclude or restrict their liability under this IDTA or UK Data Protection Laws, on the basis that they have authorised anyone who is not a Party (including a Processor) to perform any of their obligations, and they will remain responsible for performing those obligations.

33. How Relevant Data Subjects and the ICO may bring legal claims

33.1 The Relevant Data Subjects are entitled to bring claims against the Exporter and/or Importer for breach of the following (including where their Processing of the Transferred Data is involved in a breach of the following by either Party):

- **Section 1** (This IDTA and Linked Agreements);
- **Section 3** (You have provided all the information required by Part one: Tables and Part two: Extra Protection Clauses);
- **Section 8** (The Appropriate Safeguards);
- **Section 9** (Reviews to ensure the Appropriate Safeguards continue);
- **Section 11** (Exporter's obligations);
- **Section 12** (General Importer Obligations);
- **Section 13** (Importer's obligations if it is subject to UK Data Protection Laws);
- **Section 14** (Importer's obligations to comply with key data protection laws);
- **Section 15** (What happens if there is an Importer Personal Data Breach);
- **Section 16** (Transferring on the Transferred Data);
- **Section 17** (Importer's responsibility if it authorises others to perform its obligations);
- **Section 18** (The right to a copy of the IDTA);
- **Section 19** (The Importer's contact details for the Relevant Data Subjects);
- **Section 20** (How Relevant Data Subjects can exercise their data subject rights);

- **Section 21** (How Relevant Data Subjects can exercise their data subject rights– if the Importer is the Exporter's Processor or Sub-Processor);
- **Section 23** (Access Requests and Direct Access);
- **Section 26** (Breaches of this IDTA);
- **Section 27** (Breaches of this IDTA by the Importer);
- **Section 28** (Breaches of this IDTA by the Exporter);
- **Section 30** (How to end this IDTA if there is a breach);
- **Section 31** (What must the Parties do when the IDTA ends); and
- any other provision of the IDTA which expressly or by implication benefits the Relevant Data Subjects.

33.2 The ICO is entitled to bring claims against the Exporter and/or Importer for breach of the following Sections: Section 10 (The ICO), Sections 11.1 and 11.2 (Exporter's obligations), Section 12.1.6 (General Importer obligations) and Section 13 (Importer's obligations if it is subject to UK Data Protection Laws).

33.3 No one else (who is not a Party) can enforce any part of this IDTA (including under the Contracts (Rights of Third Parties) Act 1999).

33.4 The Parties do not need the consent of any Relevant Data Subject or the ICO to make changes to this IDTA, but any changes must be made in accordance with its terms.

33.5 In bringing a claim under this IDTA, a Relevant Data Subject may be represented by a not-for-profit body, organisation or association under the same conditions set out in Article 80(1) UK GDPR and sections 187 to 190 of the Data Protection Act 2018.

34. Courts legal claims can be brought in

34.1 The courts of the UK country set out in Table 2: Transfer Details have non-exclusive jurisdiction over any claim in connection with this IDTA (including non-contractual claims).

34.2 The Exporter may bring a claim against the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.

34.3 The Importer may only bring a claim against the Exporter in connection with this IDTA (including non-contractual claims) in the courts of the UK country set out in the Table 2: Transfer Details

34.4 Relevant Data Subjects and the ICO may bring a claim against the Exporter and/or the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.

34.5 Each Party agrees to provide to the other Party reasonable updates about any claims or complaints brought against it by a Relevant Data Subject or the ICO in connection with the Transferred Data (including claims in arbitration).

35. Arbitration

35.1 Instead of bringing a claim in a court under Section 34, any Party, or a Relevant Data Subject may elect to refer any dispute arising out of or in connection with this IDTA (including non-contractual claims) to final resolution by arbitration under the Rules of the London Court of International Arbitration, and those Rules are deemed to be incorporated by reference into this Section 35.

35.2 The Parties agree to submit to any arbitration started by another Party or by a Relevant Data Subject in accordance with this Section 35.

35.3 There must be only one arbitrator. The arbitrator (1) must be a lawyer qualified to practice law in one or more of England and Wales, or Scotland, or Northern Ireland and (2) must have experience of acting or advising on disputes relating to UK Data Protection Laws.

35.4 London shall be the seat or legal place of arbitration. It does not matter if the Parties selected a different UK country as the 'primary place for legal claims to be made' in Table 2: Transfer Details.

35.5 The English language must be used in the arbitral proceedings.

35.6 English law governs this Section 35. This applies regardless of whether or not the parties selected a different UK country's law as the 'UK country's law that governs the IDTA' in Table 2: Transfer Details.

36. Legal Glossary

Word or Phrase	**Legal definition** **(this is how this word or phrase must be interpreted in the IDTA)**
Access Request	As defined in Section 23, as a legally binding request (except for requests only binding by contract law) to access any Transferred Data.
Adequate Country	A third country, or: · a territory; · one or more sectors or organisations within a third country; · an international organisation; which the Secretary of State has specified by regulations provides an adequate level of protection of Personal Data in accordance with Section 17A of the Data Protection Act 2018.
Appropriate Safeguards	The standard of protection over the Transferred Data and of the Relevant Data Subject's rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved IDTA	The template IDTA A1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4.
Commercial Clauses	The commercial clauses set out in Part three.

Controller	As defined in the UK GDPR.
Damage	All material and non-material loss and damage.
Data Subject	As defined in the UK GDPR.
Decision-Making	As defined in Section 20.6, as decisions about the Relevant Data Subjects based solely on automated processing, including profiling, using the Transferred Data.
Direct Access	As defined in Section 23 as direct access to any Transferred Data by public authorities of which the Importer is aware.
Exporter	The exporter identified in Table 1: Parties & Signature.
Extra Protection Clauses	The clauses set out in Part two: Extra Protection Clauses.
ICO	The Information Commissioner.
Importer	The importer identified in Table 1: Parties & Signature.
Importer Data Subject Contact	The Importer Data Subject Contact identified in Table 1: Parties & Signature, which may be updated in accordance with Section 19.
Importer Information	As defined in Section 8.3.1, as all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including for the Exporter to carry out any TRA.
Importer Personal Data Breach	A 'personal data breach' as defined in UK GDPR, in relation to the Transferred Data when Processed by the Importer.
Linked Agreement	The linked agreements set out in Table 2: Transfer Details (if any).
Local Laws	Laws which are not the laws of the UK and which bind the Importer.
Mandatory Clauses	Part four: Mandatory Clauses of this IDTA.
Notice Period	As set out in Table 2: Transfer Details.
Party/Parties	The parties to this IDTA as set out in Table 1: Parties & Signature.

Personal Data	As defined in the UK GDPR.
Personal Data Breach	As defined in the UK GDPR.
Processing	As defined in the UK GDPR. When the IDTA refers to Processing by the Importer, this includes where a third party Sub-Processor of the Importer is Processing on the Importer's behalf.
Processor	As defined in the UK GDPR.
Purpose	The 'Purpose' set out in Table 2: Transfer Details, including any purposes which are not incompatible with the purposes stated or referred to.
Relevant Data Subject	A Data Subject of the Transferred Data.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR
Review Dates	The review dates or period for the Security Requirements set out in Table 2: Transfer Details, and any review dates set out in any revised Approved IDTA.
Significant Harmful Impact	As defined in Section 26.2 as where there is more than a minimal risk of the breach causing (directly or indirectly) significant harm to any Relevant Data Subject or the other Party.
Special Category Data	As described in the UK GDPR, together with criminal conviction or criminal offence data.
Start Date	As set out in Table 1: Parties and signature.
Sub-Processor	A Processor appointed by another Processor to Process Personal Data on its behalf. This includes Sub-Processors of any level, for example a Sub-Sub-Processor.
Tables	The Tables set out in Part one of this IDTA.
Term	As set out in Table 2: Transfer Details.
Third Party Controller	The Controller of the Transferred Data where the Exporter is a Processor or Sub-Processor If there is not a Third Party Controller this can be disregarded.

Transfer Risk Assessment or TRA	A risk assessment in so far as it is required by UK Data Protection Laws to demonstrate that the IDTA provides the Appropriate Safeguards
Transferred Data	Any Personal Data which the Parties transfer, or intend to transfer under this IDTA, as described in Table 2: Transfer Details
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in Section 3 of the Data Protection Act 2018.
Without Undue Delay	Without undue delay, as that phase is interpreted in the UK GDPR.