

Data protection and information terms

for Carter Jonas approved suppliers

1 Introduction

These Terms set out data protection and information related provisions that apply to all Carter Jonas approved suppliers. These Terms form part of, and are incorporated into, each Client Contract.

2 Definitions

In these Terms, the following definitions apply:

Carter Jonas means Carter Jonas LLP, a limited liability partnership with company number OC304417 whose registered address is at One Chapel Place, London W1G 0BG;

Client means a prospective, actual or former client of Carter Jonas;

Client Contract means a contract entered into between you and a Client for works or services that incorporates these Terms by reference, including any such contract that Carter Jonas enters into with you on a Client's behalf as its agent;

Controller means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

Data Protection Laws means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

Data Subject means the individual to which the Personal Data relates;

Environmental Information Regulations means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

FOIA means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

Information has the meaning given under section 84 of FOIA;

Personal Data means any information relating to an identified or identifiable living individual;

Personal Data Breach means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

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, and **Process**, **Processes** and **Processed** shall be construed accordingly;

Processor means a person which Processes Personal Data on behalf of a Controller;

Request for Information means a request for information or an apparent request under the FOIA or the Environmental Information Regulations;

Sub-processor is defined in paragraph 3.3(h);

Terms means these data protection and information terms; and

you means you, a Carter Jonas approved supplier, and **your** will be construed accordingly.

3 Data protection

3.1 A Client Contract may require you to Process Personal Data on behalf of the Client. In such circumstances, the Client (or Carter Jonas on its behalf) alone shall determine the purposes for which and the manner in which Personal Data will be Processed by you on the Client's behalf under the Client Contract. The Client shall be the Controller and you shall be the Client's Processor in respect of all such Personal Data.

3.2 The particulars of Processing to be carried out by you on behalf of the Client under or in connection with the Client Contract will be set out in the Client Contract – for example, in the terms and conditions of the Client Contract or a document forming part of the Client Contract such as a work order or statement of work.

3.3 Where, under or in connection with a Client Contract, you Process Personal Data on behalf of the Client as its Processor, you shall:

(a) comply with your obligations as a Processor under the Data Protection Laws to which you are subject;

(b) Process the Personal Data only (i) on the written instructions given to you by Carter Jonas (acting on the Client's behalf) or the Client and to the extent reasonably necessary for the performance by you of your

obligations under the Client Contract; or (ii) as otherwise required by any law to which you are subject, in which case you shall inform Carter Jonas on behalf of the Client of that legal requirement before Processing the Personal Data (unless that law, on important grounds of public interest, prohibits you from informing the Client);

- (c) immediately inform Carter Jonas on behalf of the Client if, in your reasonable opinion, Processing the Personal Data in accordance with a written instruction received from Carter Jonas (acting on the Client's behalf) or the Client (as applicable) or in the performance of your obligations under the Client Contract infringes Data Protection Laws to which either the Client or you (in your capacity as a Processor) is subject;
- (d) not disclose the Personal Data to any person except as required or permitted by the Client Contract or with Carter Jonas's (acting on the Client's behalf) or the Client's prior written consent;
- (e) ensure that all persons authorised by you to Process the Personal Data (including your personnel): (i) Process the Personal Data in accordance with the provisions of the Client Contract and, in particular, this paragraph 3.3; and (ii) are under an appropriate contractual or other legal obligation to keep the Personal Data confidential;
- (f) taking into account the state of the art, the nature, scope, context and purposes of the Processing and the risks to Data Subjects, implement appropriate technical and organisational measures to ensure the security of the Personal Data and prevent Personal Data Breaches;
- (g) taking into account the nature of the Processing, implement appropriate technical and organisational measures to enable the Client to comply with its obligations under the Data Protection Laws to which the Client is subject to respond to requests from Data Subjects to exercise their legal rights in relation to their Personal Data;
- (h) not engage another Processor to Process the Personal Data on behalf of the Client (**Sub-processor**) except with Carter Jonas's (acting on the Client's behalf) or the Client's prior written consent. Details of any authorised Sub-processors and the activities they are authorised to perform under and in connection with the Client Contract may be recorded within the Client Contract or otherwise by you and Carter Jonas (acting on the Client's behalf) or the Client in writing;
- (i) prior to engaging a Sub-processor, enter into a written contract with the Sub-processor that imposes on the Sub-processor obligations that are the same as, or more onerous than, the obligations imposed on you under this paragraph 3.3. You shall remain fully liable and responsible for all acts and omissions of your Sub-processors and the acts and omissions of those employed or engaged by your Sub-processors as if they were your own;
- (j) not transfer or Process the Personal Data outside the United Kingdom, nor disclose the Personal Data to any party located outside the United Kingdom, except with Carter Jonas's (acting on the Client's behalf) or the Client's prior written consent. Where such consent is given by or on behalf of the Client, you shall take such actions and enter into such written agreements as Carter Jonas (acting on the Client's behalf) or the Client may require in order to help ensure that such transfer, disclosure or Processing complies with the Data Protection Laws to which the Client is subject;
- (k) provide such assistance and co-operation as Carter Jonas (acting on the Client's behalf) or the Client may require from time to time in relation to the Personal Data to help the Client comply with its obligations under the Data Protection Laws to which it is subject, including the Client's obligations in relation to: (i) keeping Personal Data secure; (ii) dealing with Personal Data Breaches; (iii) carrying out data protection impact assessments; and (iv) dealing with requests from Data Subjects to exercise their legal rights in relation to their Personal Data. This shall include you putting in place appropriate technical and organisational measures and entering into such other written agreements as may be required by Carter Jonas (acting on the Client's behalf) or the Client from time to time to enable the Client to comply with the Data Protection Laws to which it is subject;
- (l) notify Carter Jonas (acting on the Client's behalf) without undue delay after, and in any event within 24 hours of becoming aware of a Personal Data Breach in respect of the Personal Data;
- (m) as directed by Carter Jonas (acting on the Client's behalf) or the Client, permanently and securely delete or return to Carter Jonas (or the Client) all the Personal Data promptly on termination of the Client Contract, and delete any existing copies of the Personal Data save to the extent that you are required to retain copies of the Personal Data by any law to which you are subject;
- (n) upon request, make available to Carter Jonas (acting on the Client's behalf) or the Client all information necessary to demonstrate your compliance with your obligations under this paragraph 3.3 and allow for and contribute to audits, including inspections, conducted by the Client or its representatives (including Carter Jonas); and

- (o) co-operate and assist with the Client's dealings with regulatory authorities to the extent the same are connected to the processing of Personal Data under or in connection with the Client Contract.

3.4 In respect of the Personal Data you Process on behalf of a Client as its Processor under a Client Contract, you shall notify Carter Jonas (acting on the Client's behalf) of any: (i) complaint, notice or other communication it receives that relates to the Personal Data or to your or the Client's compliance with the Data Protection Laws to which it is subject; or (ii) request you receive from a Data Subject to exercise its legal rights in relation to the Personal Data, in each case within 24 hours of your receipt of the complaint, notice, communication or request. To the extent permitted by law, you shall not respond to the complaint, notice, communication or request without first consulting with Carter Jonas (acting on the Client's behalf).

4 Freedom of information

4.1 To the extent that, in respect of a Client Contract, the Client is subject to the requirements of the FOIA and/or the Environmental Information Regulations, you shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by Carter Jonas (acting on the Client's behalf) or the Client to enable the Client to comply with its obligations under the FOIA and Environmental Information Regulations;
- (b) transfer to Carter Jonas (acting on the Client's behalf) all Requests for Information relating to the Client Contract that it receives as soon as practicable and in any event within two days of receipt;
- (c) provide Carter Jonas (acting on the Client's behalf) with a copy of all Information belonging to the Client requested in the Request for Information which is in your possession or control in the form that Carter Jonas or the Client requires within five days of the request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by Carter Jonas (acting on the Client's behalf).

4.2 You acknowledge that, in respect of a Client Contract, the Client may be required under the FOIA and Environmental Information Regulations to disclose Information (including your confidential information) without consulting you or obtaining your consent. Reasonable steps will be taken to notify you of any Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent it is permissible and reasonably practical for it to do so but (notwithstanding any provision of the Client Contract) the Client (or Carter Jonas acting on the Client's behalf) shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations.

5 Other

These Terms shall survive the termination or expiry of each Client Contract.