

# Data Protection / GDPR for Appitierre LTD

**APPITIERRE LTD**, a limited company incorporated under the law of England and Wales, whose registered office is at 303 Goring Rd, Worthing BN12 4NX, England, UK, registered at the Chamber of Commerce of England and Wales under Co. No. 09165348, herein legally represented by Mr. Wesley Atkinson, hereinafter referred to as **Appitierre**. **Trading Address: 9 Orange Row, Brighton, East Sussex, BN11UQ, ENGLAND**

and

**THE CLIENT – Any paying customer of Appitierre LTD**

## 1. Definitions

In this Data Processing Annex) words and phrases used shall have their common meanings, provided that those expressions set out below shall have the following meanings:

**Applicable Laws:** the laws of the European Union or of any member of the European Union which are applicable to Appitierre.

**Data Controller:** shall have the meaning given thereto in the Data Protection Legislation.

**Data Processor:** shall have the meaning given thereto in the Data Protection Legislation.

**Data Protection Legislation:** means (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

**Data Subject:** shall have the meaning given thereto in the Data Protection Legislation.

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

**Personal Data:** shall have the meaning given thereto in the Data Protection Legislation.

## 2. Data Protection

- 2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, THE CLIENT is the data controller and Appitierre is the data processor. Clause 3 sets out the scope, nature and purpose of processing by Appitierre, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 2.3 Without prejudice to the generality of clause 2.1, THE CLIENT will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Appitierre for the duration and purposes of this Agreement.
- 2.4 Without prejudice to the generality of clause 2.1, Appitierre shall, in relation to any Personal Data processed in connection with the performance by Appitierre of its obligations under this

Agreement and the Licence:

- (a) process that Personal Data only on the written instructions of THE CLIENT unless Appitierre is required by any Applicable Laws to process the Personal Data. Where Appitierre is relying on any Applicable Laws as the basis for processing Personal Data, Appitierre shall promptly notify THE CLIENT of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Appitierre from so notifying THE CLIENT;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by THE CLIENT, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential;
  - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of THE CLIENT has been obtained and the following conditions are fulfilled:
    - (i) THE CLIENT or Appitierre has provided appropriate safeguards in relation to the transfer;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) Appitierre complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (iv) Appitierre complies with reasonable instructions notified to it in advance by THE CLIENT with respect to the processing of the Personal Data;
  - (e) assist THE CLIENT (at THE CLIENT's cost) in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (f) notify THE CLIENT without undue delay on becoming aware of a Personal Data breach;
  - (g) at the written direction of THE CLIENT, delete or return Personal Data and copies thereof to THE CLIENT on termination of the Licence unless required by Applicable Law to store the Personal Data; and
  - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 2 and allow for audits by THE CLIENT or THE CLIENT's designated auditor.
- 2.5 THE CLIENT does not consent to Appitierre appointing any third-party processor of Personal Data under this Agreement and Appitierre shall not appoint any such third-party processor.
- 2.6 Either party may, at any time on not less than 30 days' notice, revise this clause 2 by replacing

it with any applicable controller-to-processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

### **3. Processing, Personal Data and Data Subjects**

- 3.1 The processing to be provided by Appitierre under this Agreement in connection with the Licence is as follows:
- (i) scope of the processing: the processing of the types of Personal Data specified in clause 3.2 below, belonging to the Data Subjects specified in clause 3.3 below on behalf of THE CLIENT and its affiliates
  - (ii) nature and purpose of the processing: to provide the licence and associated support services as set out in this Agreement
  - (iii) duration of the processing: the term of the Agreement
- 3.2 The types of Personal Data to be processed by Appitierre under this Agreement in connection with the Licence are as follows:
- (i) contact details
  - (ii) online learning record
- 3.3 The categories of Data Subject whose Personal Data will be processed by Appitierre under this Agreement in connection with the Licence are as follows:
- (i) staff of THE CLIENT and its Group Companies
  - (ii) work placement students of THE CLIENT and its Group Companies
  - (iii) casual workers of THE CLIENT and its Group Companies