

Data Processing Agreement

This Data Processing Agreement is incorporated into the standard terms of engagement for the provision of training services between THE HEALTH AND SAFETY CONSULTANCY LIMITED (T/A NATIONAL LEARNING CENTRE and its Clients with effect from June 1, 2021

1. Background:

- 1.1. On May 25, 2018, the General Data Protection Regulation (GDPR) comes into effect replacing prior data protection laws and imposing obligations on the Controllers and Processors of Personal Data
- 1.2. The Client is the Controller of Personal Data collected and processed in connection with its business activities, including data collected and processed on its behalf.
- 1.3. The Client has a legal obligation to provide training to its employees and it is in the Client's legitimate interest to provide training to certain others and has engaged the Company to provide a means for the delivery of online training as well as the training content by providing access to an online training portal created by the Company.
- 1.4. In the delivery of training, the Company will collect and process Personal Data on behalf of the Client consisting of the name, address and phone number of the trainee, their date of birth and email address, the training program viewed, the training date, the renewal date and the test result, plus such additional information as the Client shall request and the trainee shall consent to provide.
- 1.5. These written terms and conditions are intended to ensure that there are proper arrangements in place relating to Personal Data passed from the Client to the Company or processed by the Company on its behalf as required by the GDPR and, in particular, Article 28.

2. Definitions:

- 2.1. Capitalised expressions shall have the same meaning as set out in the GDPR.
- 2.2. "Company" means The Health and Safety Consultancy Limited (t/a National Learning Centre Limited)
- 2.3. "Client" means any person who pays for Services.
- 2.4. "Online Client" means a Client who purchases a Program on an ad hoc basis using the online payment option on the website.
- 2.5. "Services" means the services provided by the Company to the Client as set out in the agreement for the supply of training services between the parties hereto, including the collection, storage and processing of Data.
- 2.6. "Training Portal" means the website sub domain operated by the Company to deliver training.
- 2.7. "Data" means the data collected and processed by the Company on behalf of the Client.

3. Data Processing:

- 3.1. The Client is the Data Controller for the Data and the Company is the Data Processor for the Data.
- 3.2. The Company agrees to process the Data only in accordance with GDPR and in particular on the following conditions.
- 3.3. The Company shall only process the Data:
 - 3.3.1. on the written instructions from the Client, including in accordance with this agreement
 - 3.3.2. only Process the Data for completing the Services and
 - 3.3.3. only Process the Data in the UK with no transfer of the Data outside of the UK (Article 28, para 3(a) GDPR);
- 3.4. The Company will ensure that all employees and other representatives accessing the Data are:
 - 3.4.1. aware of the terms of this Agreement;
 - 3.4.2. have received comprehensive training on data protection and related good practice;

3.4.3. are bound by a commitment of confidentiality (Article 28, para 3(b) GDPR)

4. Rights of Data Subjects

- 4.1. The Company will immediately notify the Client in the event of any request received from individuals exercising their rights laid down in Chapter III of GDPR and will give notice to the individual making the request that it has done so, providing the name and contract details of the Client (Article 28, para 3(e) GDPR).
- 4.2. The Company will at the Client's direction as soon as reasonably practicable:
 - 4.2.1. correct, update and amend Data
 - 4.2.2. safely delete or return the Data at any time, keeping only such information as may be required to demonstrate compliance
 - 4.2.3. provide a copy of the Data
 - 4.2.4. maintain the integrity of the Data, without undocumented alteration, ensuring that the Data can be separated from any other information created

5. Cooperation

- 5.1. The Company will make available as soon as reasonably practicable all information necessary to demonstrate compliance with the obligations laid down under this Agreement and allow for and contribute to any audits, inspections or other verification exercises required by the Client from time to time (Article 28, para 3(h) GDPR)
- 5.2. The Company will immediately contact the Client if there is any personal data breach or incident where the Data may have been compromised and will assist the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR – security, notification of data breaches, communication of data breaches to individuals, data protection impact assessments and when necessary consultation with the ICO etc, taking into account the nature of processing and the information available to the Processor (Article 28, para 3(f) GDPR).

6. Subcontracting

The Company shall not subcontract the processing of the Data without the consent of the Client. Such consent shall not be unreasonably withheld and the Client understands and agrees that data processed on the Training Portal is stored externally on servers owned and operated by third parties. If consent is given a further processing agreement will be required (Article 28, para 3(d) GDPR).

7. Termination

- 7.1. The Client and the Company may each terminate its agreement for the provision of Services as set out in the agreement for supply of training services. Upon termination of that agreement this agreement will automatically come to an end unless otherwise agreed in writing.
- 7.2. Upon termination and payment of all outstanding Service Fees, the Company will provide a complete copy of all Data held on behalf of the Client in a pdf, excel or csv format.
- 7.3. The Company will continue to store the Data, but not otherwise process it, for a period of three years following the date of termination (but so that additional copies can be provided to the Client at the Client's request) and shall thereafter delete the Data.

8. Deletion

Where the Company is to delete the Data, deletion shall include destruction of all existing copies unless the Company shall otherwise have a legal obligation to retain the Data. Where there is a legal obligation to retain data, the Processor will confirm such an obligation in writing to the Client. Upon request by the Client the Processor shall provide certification of destruction of all Data (Article 28, para 3(g) GDPR).

9. Preservation of Rights

Nothing in this agreement shall restrict the right of the Company to provide Data to third parties where legally obliged to do so, or as necessary in the defense or pursuance of legal claims.

10. Security of Processing

- 10.1. 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, the Company shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as the Company shall deem appropriate:
 - 10.1.1. the pseudonymisation and encryption of Personal Data;
 - 10.1.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 10.1.3. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
 - 10.1.4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 10.2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 10.3. The Company shall take steps to ensure that any natural person acting under the authority of the Company who has access to Personal Data does not process them except on instructions from the Controller or in accordance with this agreement, unless he or she is required to do so by Union or Member State law.
- 10.4. The Company will not transfer Personal Data to a third country outside of the European Union unless required to do so by Union or Member State law but so that in such a case, the Company shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest
- 10.5. Data on the Training portal may be copied periodically to the Client in pdf, excel or csv format sent, including transmittal by email, to the Principal, if the Client is a sole trader, to any Director or Partner or to any person authorised by the Client to receive such Data including the person nominated as the Company's point of contact.
- 10.6. Data on the Training Portal will be made available for transfer to the Client by viewing online or printing or downloading directly from the database maintained by the Company. It shall be the responsibility of the Client to ensure that confidentiality is maintained when viewing the Data and that only authorised individuals have access to the Training Portal to view.
- 10.7. Once printed or downloaded or copied to the Client, it shall be the responsibility of the Client to maintain the integrity and confidentiality of the Data.

11. General

- 11.1. This Agreement may only be varied with the written consent of both parties.
- 11.2. This Agreement represents the entire understanding of the parties relating to necessary legal protections arising out of their data controller/processor relationship under GDPR and related Data Protection Laws.
- 11.3. This Agreement is subject to English law and the exclusive jurisdiction of the English Courts.

Version 2. Effective from June 1, 2021