**DATA PROTECTION APPENDIX**

1. **DEFINITIONS**
   1. The following words shall have the meanings given:

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| **Data Protection Legislation** | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; and (iii) all applicable Law about the Processing of Personal Data and privacy; |
| **DPA 2018** | Data Protection Act 2018; |
| **GDPR** | the General Data Protection Regulation *(Regulation (EU) 2016/679);* |
| **LED** | Law Enforcement Directive *(Directive (EU) 2016/680);* |

* 1. For the purposes of this Contract the terms Data Controller, Processor, Data Subject, Personal Data, Processing, Personal Data Breach, Subject Access Request and “appropriate technical and organisational measures” shall have the meanings prescribed under the Data Protection Legislation.
  2. All other terms in this Appendix shall have the meanings assigned to them in the Contract to which this is appended.

1. **DATA PROTECTION**
   1. It is agreed and acknowledged by the Parties that where the Provider Processes Personal Data in performance of the Provider’s obligations under this Contract, the Provider carries out such Processing as a Data Controller, and not as a Processor.
   2. The Provider will comply with all the requirements of the Data Protection Legislation.
   3. The Provider will notify the Council of any Personal Data Breach without undue delay and in any event not later than 24 hours after becoming aware of such Personal Data Breach.
   4. Whenever the Provider notifies the Council of a Personal Data Breach as aforesaid, the Provider will provide the Council with such information as the Council reasonably requires including the nature of such Data Protection Breach, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned, and provide the Council with details of the likely consequences of the Data Protection Breach, and the measures taken or proposed to be taken by the Provider to address such Data Protection Breach including, where appropriate, measures to mitigate its possible adverse effects.
   5. It is agreed and acknowledged by the Parties that any transfer of the Personal Data by the Provider to the Council upon the expiry or other termination of this Contract that is necessary for the exercise of statutory functions conferred on the Council, shall be considered lawful under the Data Protection Legislation, and therefore the Provider will transfer such Personal Data to the Council as aforesaid using an appropriately secure means of transfer. The Provider will delete any copy of such Personal Data unless required by law to continue to store such Personal Data.
   6. The Provider shall indemnify and keep indemnified the Council in full from and against all claims, proceedings, actions, damages, costs, fines, expenses and any other liabilities which may arise out of, or in consequence of a breach or purported breach of the Data Protection Legislation or the performance or non-performance by the Provider of its obligations under this Contract in relation to the Data Protection Legislation, including loss of or damage to property, financial loss arising from any breach of the Data Protection Legislation, or any other loss which is caused directly or indirectly by any act or omission of the Provider arising from any breach of the Data Protection Legislation. The Provider shall not be responsible for any loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under this Contract.
   7. The provisions of this Appendix shall apply during the Term of this Contract and indefinitely after its expiry.