Data Processing Agreement

between

Aridhia Informatics Limited ("Aridhia")
Fifth Floor, St Vincent Plaza
319 St Vincent Street
Glasgow G2 5RZ.

and

[ ] ("Controller")

[ ]

Whereas Aridhia has entered into an Agreement with the Controller to provide its DRE service ("the Service") to the Controller for the purpose of [ ] and it is appropriate for Aridhia and Controller to enter into a data processing agreement in relation to processing of Controller Data within the Service, the parties agree as follows –

1. Interpretation

The definitions and rules of interpretation applicable to this Agreement are set out in Clause 3.

2. Data

2.1. Each party 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 or rights under the Data Protection Legislation.

2.2. The Controller will be responsible for all data introduced by it into, used by it in, or extracted by it from, the Service. Aridhia will have no rights to, or liability for, such data, except as accepted in this Agreement or imposed by law.

2.3. The parties acknowledge that for the purposes of the Data Protection Legislation, in respect of any Controller Data, the Controller is the data controller and Aridhia is the data processor (where data controller and data processor have the meanings as defined in the GDPR).

2.4. Aridhia shall, in relation to any Controller Data:

2.4.1. process that Controller Data taking into account the subject matter, duration, nature, and purpose of the processing, plus the type of personal data and categories of data subjects, specified in Part 1 of the Schedule to this Agreement.

2.4.2. process that Controller Data only on the written instructions of the Controller, including with regard to transfers to a third country or international organisation, unless Aridhia is otherwise required by Data Protection Legislation to process that Controller Data. In such circumstances Aridhia shall inform the Controller of that legal requirement before processing, unless that law prohibits provision of such information on important grounds of public interest. For the avoidance of doubt, this Agreement constitutes written instructions to Aridhia to process the Controller Data to enable Aridhia to operate and provide the Service;

2.4.3. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Controller Data and against accidental loss or destruction of, or damage to, Controller 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 Controller Data, ensuring confidentiality, integrity, availability and resilience of its systems and Service, ensuring that availability of and access to Controller 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);

2.4.4. ensure that all personnel who have access to and/or process Controller Data are obliged to keep the Controller Data confidential;

2.4.5. assist the Controller, at the Controller'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;

2.4.6. notify the Controller without undue delay on becoming aware of a Controller Data breach. Aridhia shall provide Controller with at least the following information:

2.4.6.1 A description of the nature of the Controller Data breach, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned.

2.4.6.2 The name and contact details of the Data Protection Officer or other contact point where more information can be obtained.

2.4.6.3 A description of the likely consequences of the Controller Data breach.

2.4.6.4 A description of the measures taken or proposed to address the Controller Data breach, including, where applicable, the measures to mitigate its possible negative effects.

Insofar as it is not possible to provide the information at the same time, it shall be provided in phases without undue further delay.

2.4.7. in anticipation of termination of this Agreement either return or delete the Controller Data, unless required by Data Protection Legislation to continue to store the Controller Data; and

2.4.8. maintain complete and accurate records and information to demonstrate its compliance with its obligations under this Agreement and allow for audits by the Controller or the Controller's designated auditor.

2.5. Except with the prior approval of the Controller, Aridhia will not engage any sub-contractor to process the Controller Data. Any sub-contractor engaged will comply with the data protection provisions set out in this Agreement and Aridhia shall remain liable to the Controller for any breach of such provisions by the sub-contractor. Approved sub-contractors as at the date of this Agreement are listed in Part 2 of the Schedule.

3. Definitions

3.1. The definitions and rules of interpretation in this clause apply.

3.1.1. **Agreement:** this agreement;

3.1.2. **Controller Data:** any Personal Data introduced or uploaded by the Controller, or its authorised users, into the Aridhia DRE or generated by the Controller, or its authorised users, in the course of using the Service;

3.1.3. **Data Protection Legislation:** the GDPR, the Data Protection Act 2018 and any other applicable legislation relating to Personal Data which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

3.1.4. **GDPR:** the UK General Data Protection Regulation as amended or superseded from time to time;

3.1.5. **Personal Data:** as defined in the GDPR;

3.2. Clause headings shall not affect the interpretation.

3.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

3.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

3.5. Words in the singular shall include the plural and vice versa.

3.6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

4. **Governing law and jurisdiction.**

This Agreement is made under English law and the parties agree to the exclusive jurisdiction of the English to settle any dispute. Notwithstanding the previous sentence, Aridhia will be free to take action in the courts of any other country which has authority to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE

PART I

DETAILS OF THE PROCESSING

Subject matter of the processing

[ ]

Purpose of the processing

[ ]

Nature of the processing

[ ]

Categories of data

[ ]

Duration of the processing

[ ]

PART 2

APPROVED SUBCONTRACTORS

[ ]

Signed for and on behalf of

Aridhia Informatics Limited

……

Authorised Signatory

……

Date

Signed for and on behalf of

[ ]

……

Authorised Signatory

……

Date