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(2) <<NAME OF CONTRACTOR >>

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SELF EMPLOYMENT AGREEMENT

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Company>> a <<Country of Registration>> under number <<Company Re whose registered office is at <<Registered office>> (“the
- (2) <<Name of Contractor>> c <<Address>> (“the Contractor”)

WHEREAS:

The Company appoints the Cont Company those services defined below and the Contractor agrees t for the duration of this Agreement on the following terms and conditi

IT IS AGREED as follows:

1. Definitions

In this Agreement, unless requires, the following words and expressions shall have the

1.1 **Commencement D** reement>>

1.2 **Services** means [The services to be contractor under this Agreement and which include:

<<Insert a descripti carried out by the contractor>>; and

Such other type/qu Company and the Contractor may agree upon from tir ration of this Agreement.]

OR

[The Services to be tractor under this Agreement and which are set out in le of Services.]

1.3 **Termination Date** hich the Contractor’s appointment hereunder is termin

1.4 **Worker** means a employed or employed by the Contractor, with su and experience who is nominated and engaged by th out the Services on behalf of the Contractor (being those names/ is/are set out in Schedule 2 or any o

1.5 References to the or “itself” mean the individual who is the Contractor.

2. Duration of the Agree

The duration of this Agree commencement Date <<Insert Date of Agreement>> and shall Termination Date>> or until this Agreement is terminated in 13 (“Duration”).

3. Contractor’s Obligations

3.1 For the duration of t actor shall:

3.1.1 perform the Clause 1 of] [Schedule 1 to] this Agreement;

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3.1.2 make itself available for not less than <<Insert minimum working hours during each day and for not less than <<Insert number of working days>> working days during each week, at such locations as the Company and Contractor shall determine;

3.1.3 perform its duties in a safe and diligent manner and to the best of its ability;

3.1.4 provide the Services with the best practice in its industry, profession or trade;

3.1.5 whenever possible use its own equipment, materials and resources;

3.1.6 keep the Company informed of progress on the Services and in particular to <<Insert details>> in respect of the day-to-day performance of the Services;

3.2 The Contractor may at any time (and on one or more occasions) substitute any Worker provided that any Worker chosen has the requisite skills, knowledge and experience to perform the Services.

3.3 The Contractor shall endeavour to avoid or minimise such changes or additions to the Services. However the Contractor shall not provide such a substitute or addition where the Services is unduly delayed by absence due to incapacity of any Worker or where it is otherwise necessary in the Company's reasonable opinion.

3.4 The Company shall not employ any Worker if in its reasonable opinion they lack of skills, or experience; and

3.4.2 not in any circumstances make any payment to any Worker.

3.5 The Contractor is responsible for the quality of the work undertaken by it and any Worker on the Services and is wholly responsible for any Worker performs the Services, competently and with due skill.

3.6 The Contractor's Services shall be performed using working methods and those of any Worker/s engaged in the Services shall at all times be supervised, directed and controlled by the Contractor. The Contractor shall not supervise, direct and control the Contractor or any Worker in the provision of the Services. The Contractor shall the Company have any right to do so.

3.7 Subject to the provisions of this Agreement, the Contractor shall at all times be exclusively responsible for the Services and entitled to organise where, when, how, and in what manner the Services are performed by it and any Worker/s but shall be responsible to ensure that due account is taken of the Company's interests.

4. Nature of Engagement

The Contractor is not an employee of the Company for the purposes of the Services available except for the purposes of the Agreement. The engagement and

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appointment of the Contractor does not create any mutual obligations between the Contractor or the Company to offer or accept any further contracts. No continuing relationship shall hereby be created or implied.

ent to provide Services does not Contractor or the Company to offer or s. No continuing relationship shall

5. Fees

5.1 The Company shall pay the Contractor fees of <<Insert hourly fee>> for each hour that the Contractor spends carrying out the Services. These fees are exclusive of any VAT added tax ("VAT"). Any VAT chargeable on the fees and payable together with the fees.

fees of <<Insert hourly fee>> for Contractor spends carrying out the Services. These fees are exclusive of any VAT added tax ("VAT"). Any VAT chargeable on the fees and payable together with the fees.

5.2 The fees for all hours worked by the Contractor in each calendar <<week/month>> together with any applicable VAT shall be invoiced on the first day of the following calendar <<week/month>>. All the Services provided and the fees covered by the invoice. If VAT is chargeable thereon, the Contractor shall provide a valid VAT invoice. The fees must be a valid VAT invoice.

at the Services in each calendar Contractor together with any applicable VAT shall be invoiced on the first day of the following calendar <<week/month>>. All the Services provided and the fees covered by the invoice. If VAT is chargeable thereon, the Contractor shall provide a valid VAT invoice. The fees must be a valid VAT invoice.

5.3 If a valid and correct invoice for <<week/month>> is delivered by the Contractor to the Company, the fees shall be payable within 14 days after the date on which it is due.

for <<week/month>> is delivered by Contractor and payable within 14 days after the date on which it is due.

6. Expenses

6.1 The Company shall reimburse the Contractor all travelling and other out of pocket expenses which are incurred by it or any Worker/s in the proper performance of the Services, other than its expenses of travelling between the Contractor's premises and the premises at which the Services are to be provided, provided that on request, the Contractor shall provide the Company with receipts or other evidence of actual expenditure. The Contractor may reasonably require.

Contractor all travelling and other out of Contractor incurred by it or any Worker/s in the proper performance of the Services, other than its expenses of travelling between the Contractor's premises and the premises at which the Services are to be provided, provided that on request, the Contractor shall provide the Company with receipts or other evidence of actual expenditure. The Contractor may reasonably require.

6.2 Any expense properly incurred by the Contractor under clause 6.1 shall be invoiced on the first working day of the <<week/month>> following the calendar date on which it was incurred. A valid and correct invoice for any expense shall be payable within 14 days after the date on which it is due.

o-clause 6.1 shall be invoiced on Contractor <<week/month>> following the calendar date on which it was incurred. A valid and correct invoice for any expense shall be payable within 14 days after the date on which it is due.

7. Late Payment

If the Company fails to make payment under Clause(s) 5 or 6 on the due date then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to

the Contractor under Clause(s) 5 or Contractor other right or remedy available to

7.1 terminate this Agreement if the Company has failed to make payment within <<Insert number of days>> working days of the date of the Contractor's notice from the Contractor giving full particulars of the amount due, requiring such payment to be made within <<Insert number of days>> days; and

n notice to the Company if the Contractor payment within <<Insert number of days>> working days of the date of the Contractor's notice from the Contractor giving full particulars of the amount due, requiring such payment to be made within <<Insert number of days>> days; and

7.2 charge the Company interest at the rate of <<Insert rate>> per cent before and after arrears are paid, the base lending rate of the Contractor shall accrue on the amount unpaid both

date on the amount unpaid both Contractor of two per cent per annum above <<Insert rate>> from time to time. Such interest shall accrue on the amount unpaid both Contractor from the due date for payment until

¹ If the Company requires the Contractor to provide Services, the Contractor's obligation is to pay the fees for services provided. If the Contractor provides Services, all of Clause 6 should be deleted, and the words in brackets in Clause 8.3 should also be deleted.

n expenses (i.e. so that the Company's only Contractor obligation is to pay the fees for services provided. If the Contractor provides Services, all of Clause 6 should be deleted, and the words in brackets in Clause 8.3 should also be deleted.

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payment is made in full of the overdue sum. The Company shall pay the interest on the overdue sum.

of the overdue sum. The Company shall pay the interest on the overdue sum.

8. Tax Liability

8.1 The Contractor shall pay all taxes and contributions (including, but not limited to social security and national insurance, where applicable) in respect of its turnover or in relation to this Agreement for any Worker/s.

taxes and contributions (including, but not limited to social security and national insurance, where applicable) in respect of its turnover or in relation to this Agreement for any Worker/s.

8.2 The Contractor hereby indemnifies the Company in respect of any claims that may be made against the Company in respect of any such taxes and contributions, including interest and penalties, relating to this Agreement.

by the Company in respect of any claims that may be made against the Company in respect of any such taxes and contributions, including interest and penalties, relating to this Agreement.

8.3 The Contractor shall bear all its expenses (save as otherwise provided by Clause 6.2) in connection with VAT.

of its expenses (save as otherwise provided by Clause 6.2) in connection with VAT.

9 No Employment or Other

9.1 The Contractor's relationship with the Company is that of an independent contractor and not that of an employee or self-employed staff member.

that of an independent contractor and not that of an employee or self-employed staff member.

9.2 Nothing in this Agreement shall be deemed to constitute or give rise to a partnership, joint venture, agency relationship or any employment relationship between the Parties or any relationship other than the contractual relationship set out in this Agreement.

be deemed to constitute or give rise to a partnership, joint venture, agency relationship or any employment relationship between the Parties or any relationship other than the contractual relationship set out in this Agreement.

9.3 Neither Party may act in a manner conflicting with Sub-Clause 9.1 or 9.2.

in a manner conflicting with Sub-Clause 9.1 or 9.2.

10. Exclusivity of Service and

10.1 The Contractor may not provide any services which are the same as or similar to the Services provided by the Company without the written consent of the Company or any person or entity concerned in any way directly or indirectly engaged by the Company or where this may adversely affect the efficient performance of the Contractor's duties under this Agreement.

services which are the same as or similar to the Services provided by the Company without the written consent of the Company or any person or entity concerned in any way directly or indirectly engaged by the Company or where this may adversely affect the efficient performance of the Contractor's duties under this Agreement.

10.2 For the purposes of this Agreement, a conflict of interest is deemed to include, without limitation, the Contractor providing similar services to any other person or entity engaged by the Company, the same as that of the Company, or such business being conducted by the Company's business>>.

conflict of interest is deemed to include, without limitation, the Contractor providing similar services to any other person or entity engaged by the Company, the same as that of the Company, or such business being conducted by the Company's business>>.

10.3 The Company may not provide it with services which are the same as or similar to those provided by the Contractor.

to provide it with services which are the same as or similar to those provided by the Contractor.

11. Confidential Information

11.1 The Contractor shall not disclose, or use or permit the use or permit the use of (except in the proper performance of its obligations) nor at any time (without the prior written consent of the Company) indirectly:

the Duration of this Agreement (including any extensions) nor at any time (without the prior written consent of the Company) indirectly:

11.1.1 use, or permit the use, or permit the use of (except in the proper performance of its obligations) nor at any time (without the prior written consent of the Company) indirectly:

on purposes or those of any other person, company, business or other organisation whatsoever;

11.1.2 disclose, or permit the disclosure, or permit the disclosure of (except in the proper performance of its obligations) nor at any time (without the prior written consent of the Company) indirectly:

to any person, company, business or other organisation whatsoever;

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any confidential information or documents of the Company or its associated companies, including but not limited to customer lists, pricing structures, requirements, suppliers, price lists, information, products, services, projects, business methods, financial statements, employee or officer information, financial records, specific technical information, trade secrets, research and development information which it is confidential or which it might reasonably expect the Company to be confidential, or any information which has been given to the Contractor or its associated company in confidence by customers, suppliers or other third parties.

belonging to the Company or its associated companies, including but not limited to any such information or documents of the Company or its associated companies, including but not limited to customer lists, pricing structures, requirements, suppliers, price lists, information, products, services, projects, business methods, financial statements, employee or officer information, financial records, specific technical information, trade secrets, research and development information which it is confidential or which it might reasonably expect the Company to be confidential, or any information which has been given to the Contractor or its associated company in confidence by customers, suppliers or other third parties.

11.2 The Contractor shall throughout the Duration of this Agreement make available to the Company all information relating to any matter within the scope of the Company's business or affairs otherwise than for the benefit of the Contractor or its associated company.

throughout the Duration of this Agreement make available to the Company all information relating to any matter within the scope of the Company's business or affairs otherwise than for the benefit of the Contractor or its associated company.

11.3 The obligations contained in Clause 11.1 above shall cease to apply to any information or documents which subsequently come into the public domain after the termination of this Agreement, other than by way of unauthorised disclosure.

11.1 above shall cease to apply to any information or documents which subsequently come into the public domain after the termination of this Agreement, other than by way of unauthorised disclosure.

12 Intellectual Property and Confidentiality

All copyright and other intellectual property rights in all records, documents, papers (including electronic files) and other works or materials made or acquired by the Contractor in the course of carrying out its obligations under this Agreement, and copies thereof, shall vest in the Company, and the Contractor shall have a licence to use any such items to carry out its obligations under this Agreement.

worldwide rights in all records, documents, papers (including electronic files) and other works or materials made or acquired by the Contractor in the course of carrying out its obligations under this Agreement, and copies thereof, shall vest in the Company, and the Contractor shall have a licence to use any such items to carry out its obligations under this Agreement.

13 Termination

13.1 Without limitation of effect by giving written notice to the other Party:

either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if that other Party:

13.1.1 commits any breach of Clause 7) and fails to remedy that breach within that period of time after giving full particulars of the breach within that period of time;

13.1.1 commits any breach of Clause 7) and fails to remedy that breach within that period of time after giving full particulars of the breach within that period of time;

13.1.2 is incompetent, insolvent, or in persistent breach of its obligations hereunder or serious or persistent non-compliance with the Services.

13.1.2 is incompetent, insolvent, or in persistent breach of its obligations hereunder or serious or persistent non-compliance with the Services.

13.2 Either Party may terminate this Agreement at any time by giving the other Party not less than 30 days' notice in writing and the Contractor shall be liable for any early fees at the rate set out in Sub-Clause 5.1 as follows:

13.2 Either Party may terminate this Agreement at any time by giving the other Party not less than 30 days' notice in writing and the Contractor shall be liable for any early fees at the rate set out in Sub-Clause 5.1 as follows:

13.2.1 Where the Contractor is terminated for the hours of the particular Services up to the end of the month between the date of termination and the end of the month of hours in respect of that month;

13.2.1 Where the Contractor is terminated for the hours of the particular Services up to the end of the month between the date of termination and the end of the month of hours in respect of that month;

13.2.2 Where the Contractor is terminated for the hours of the particular Services in any month other than the month of termination;

13.2.2 Where the Contractor is terminated for the hours of the particular Services in any month other than the month of termination;

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Parties to do so before the expiry of the notice period before it has completed the Services. The Contractor shall be liable for the cost of the Services required during the notice period.

13.2.2.1 unless otherwise agreed in writing, the Contractor shall be liable for the cost of the Services required during the notice period.

13.2.2.2 if the Contractor is required to provide Services during the notice period, the Contractor shall be liable for the cost of the Services required during the notice period.

13.2.2.3 if the Contractor is required to provide Services during the notice period, the Contractor shall be liable for the cost of the Services required during the notice period.

and in any event, the Contractor shall pay the fees for the number of hours expended up to the termination date referred to in Clause 13.3.

13.3 Where this Agreement is terminated or the Contractor ceases to provide Services pursuant to any previous agreement between the Parties, the Contractor shall not be entitled to claim for any Services after that date and shall not be required to provide any Services after that date.

14. Liability

14.1 This Clause 14 sets out the liability of the Parties to each other for any breach of contract, tortious act or omission (including breach of statutory duty) and for any negligence, or limited to, negligence and breach of contract with this Agreement.

14.2 Subject to sub-Clause 14.3, the Contractor shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty, for any loss of profit, loss of revenue, loss of business, loss of anticipated saving, business interruption or market value, or any benefit expected to be derived from the use of any asset, loss of data, loss of time, or any special commercial, economic, indirect or consequential loss or loss that may be suffered by the other Party that is a direct result of the Contractor's action with this Agreement.

14.3 Nothing in this Clause shall limit the Contractor's liability under the provisions of this Agreement shall:

14.3.1 limit the Contractor's liability to the other for fraud or fraudulent misrepresentation, or for death or personal injury caused by the Contractor's wilful misconduct, or for death or personal injury caused by the Contractor's negligence;

14.3.2 exclude or limit the Contractor's liability under or in respect of the Contractor's liability to the other for fraud or fraudulent misrepresentation, or for death or personal injury caused by the Contractor's wilful misconduct, or for death or personal injury caused by the Contractor's negligence;

14.4 Subject to Clause 14.3, the Contractor shall be liable to the other in connection with the Contractor's negligence), restitution (including without limitation) (otherwise) shall be limited to the sum of the total of the fees for this Agreement for all Services carried out during the period of the Agreement preceding the date such liability arose.

15. Force Majeure

15.1 Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations under this Agreement or delay results from any cause beyond its reasonable control.

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that is beyond the control of the Party. Such causes include, but are not limited to, war, terrorism, acts of violence, flood, storms, earthquakes, acts of God or any other similar or dissimilar event or circumstance beyond the control of the Party in question.

at Party ("Force Majeure"). Such causes include, but are not limited to, war, terrorism, acts of violence, flood, storms, earthquakes, acts of God or any other similar or dissimilar event or circumstance beyond the control of the Party in question.

15.2 [In the event that the Contractor cannot perform its obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party shall terminate this Agreement by giving the Contractor written notice at the time of such termination, the Contractor shall make reasonable payment for all work completed up to the date of termination.

ent cannot perform its obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party shall terminate this Agreement by giving the Contractor written notice at the time of such termination, the Contractor shall make reasonable payment for all work completed up to the date of termination.

16. Company Property

On the termination of this Agreement, the Contractor must immediately return to the Company in accordance with the Contractor's instructions all equipment, tools, materials, models, notes, reports and other property belonging to the Company or its associated persons which are in its possession or under its control. The Contractor will confirm in writing that it has complied with its obligations under this Clause 16.

or must immediately return to the Contractor's instructions all equipment, tools, materials, models, notes, reports and other property belonging to the Contractor or its associated persons which are in its possession or under its control. The Contractor will confirm in writing that it has complied with its obligations under this Clause 16.

17. No Waiver

No failure or delay by either Party shall be deemed to be a waiver of any provision of this Agreement or a subsequent breach of the same.

of its rights under this Agreement and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any other provision.

18. Assignment and Sub-Contracting

18.1 Subject to sub-Clause 18.2, neither Party may assign or sub-licence (other than by floating charge) or sub-licence any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

ment is personal to the Parties. Neither Party may assign or sub-licence (other than by floating charge) any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

18.2 The Contractor shall not be liable for any act or omission of any sub-contractor or employee. Any act or omission of any sub-contractor or employee shall be deemed to be an act or omission of the Contractor.

any of the obligations undertaken by the Contractor under this Agreement by any sub-contractor or employee. Any act or omission of any sub-contractor or employee shall be deemed to be an act or omission of the Contractor.

19. Third Party Rights

19.1 No one other than the Contractor or its assignees, shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in relation to this Agreement.

it, their transferees, successors or assignees, shall not have any rights under any of its terms and accordingly the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

19.2 Subject to this Clause 19.1, all rights under this Agreement shall continue and be binding on the Contractor and its transferee, successors or assignees.

shall continue and be binding on the Contractor and its transferee, successors or assignees.

20. Notice

20.1 All notices to be given by either Party to the other shall be in writing and shall be given to the Party to whom notice is given either personally or by an authorised officer of that Party.

t by either Party to the other shall be in writing and shall be given to the Party to whom notice is given either personally or by an authorised officer of that Party.

20.2 Notices shall be deemed to have been given if:

given:

20.2.1 when delivered to the recipient by hand or other messenger (including a courier) during business hours of the recipient; or

ier or other messenger (including a courier) during business hours of the recipient; or

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20.2.2 when sent, in accordance with the provisions of Article 17 of the GDPR and a return receipt is generated; or
20.2.3 on the fifth business day after the date of posting by registered mail, if mailed by national ordinary mail.
In each case notice shall be given to the Contractor at the most recent address or e-mail address notified to the Contractor.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by the authorized representatives of the Parties.
21.2 Each Party acknowledges that, by entering into this Agreement, it does not rely on any representation or warranty other than those expressly provided in this Agreement and that it waives all rights, conditions, warranties or other terms implied by statute or otherwise, to the fullest extent permitted by law.

22 Law and Jurisdiction

This Agreement is to be governed by the Law of England and Wales and the jurisdiction of the English courts shall be exclusive in respect of any proceedings in respect of this Agreement, to be determined in accordance with the Laws of England and Wales to the [exclusive] [non-exclusive] jurisdiction of the English courts in respect of any dispute and/or legal matter arising hereunder.

[23. Data Protection and Data Security]

The provisions of Schedule 1 shall apply as if set out in the body of this Agreement]

Worker(s): <<Insert full name of Contractor>> will or may be engaged by the Contractor>>

1. [Data Protection]

1.1 All personal information that is collected, processed, and held in accordance with the provisions of the General Data Protection Regulation (‘‘GDPR’’) and the EU Regulation 2016/679 General Data Protection Regulation (‘‘GDPR’’).
1.2 For complete details of the processing, storage, and retention of personal data including, but not limited to, the legal basis or bases for using, processing, storage, and retention of personal data and personal data sharing (where applicable), refer to the Contractor’s Privacy Notice [available from <<insert location>>].

2. [Data Processing]

2.1 In this Schedule:
2.1.1 ‘‘personal data’’, ‘‘data processor’’, and ‘‘personal data breach’’ shall have the same meaning as in Article 4, EU Regulation 2016/679 General Data Protection Regulation (‘‘GDPR’’).
2.1.2 ‘‘Data Protection Legislation’’ shall mean the GDPR and until EU Regulation 2016/679

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General Data Protection Regulation (UK, the GDPR and other data protection legislation (as amended from time to time) and any other legislation which succeeds or supplements the

is no longer directly applicable in the UK, the GDPR and other data protection laws, regulations, and secondary legislation in the UK and subsequently 2) any

2.2 [All personal data to be processed under this Agreement, shall be processed in accordance with the terms of the Data Processing Agreement into which the Parties shall enter]

on behalf of the Company, subject to this Agreement and the terms of a Data Processing Agreement into which the Parties shall enter.]

OR

2.2 [Both Parties shall comply with the requirements of the Data Protection Legislation. Neither Party shall be relieved of any obligations under the Data Protection Legislation and shall not remove or replace any of those obligations]

the requirements set out in the Data Protection Schedule. The provisions of this Agreement shall not be subject to the requirements of the Data Protection Legislation and shall not

2.3 For the purposes of the Data Protection Legislation, the Contractor shall be the "Data Processor" and the Company shall be the "Data Controller"

For the purposes of this Clause 2, the Contractor is the "Data Processor" and the Company is the "Data Controller".

2.4 The type(s) of personal data to be processed and the duration of the processing shall be set out in the Annex to this Agreement

the purpose of the processing, and the duration of the processing shall be set out in this Schedule.

2.5 The Data Controller shall ensure that it obtains all necessary consents and notices required to enable the lawful processing of the personal data described in the Annex to this Agreement

obtain all necessary consents and notices required to enable the lawful processing of the personal data described in the Annex to this Agreement

2.6 The Data Processor shall, with respect to the performance of any of its obligations under the Data Protection Legislation:

with respect to the performance of any of its obligations under the Data Protection Legislation:

2.6.1 Process the personal data only in accordance with the instructions of the Data Controller unless the Data Protection Legislation prohibits it from doing so; and

in accordance with the instructions of the Data Controller unless prohibited from doing so by the Data Protection Legislation; and

2.6.2 Ensure that it has in place appropriate technical and organisational measures (as approved by the Data Controller) to prevent the unauthorised or unlawful processing of personal data and the destruction, loss, erasure or destruction of such personal data. Such measures shall be proportionate to the personal data to be processed and the current state of the art. The Data Controller and the Data Processor shall agree the measures to be taken and set out in the Annex to this Agreement;

appropriate technical and organisational measures (as approved by the Data Controller) to prevent the unauthorised or unlawful processing of personal data and the destruction, loss, erasure or destruction of such personal data. Such measures shall be proportionate to the personal data to be processed and the current state of the art. The Data Controller and the Data Processor shall agree the measures to be taken and set out in the Annex to this Agreement;

2.6.3 Ensure that any and all personal data processed is kept confidential; and

personal data (whether for processing or storage) is kept confidential; and

2.6.4 Not transfer any personal data to a third party without the prior written consent of the Data Controller, which consent shall be given only if the following conditions are satisfied:

to a third party without the prior written consent of the Data Controller and only if the following conditions are satisfied:

2.6.4.1 The Data Controller has approved the Data Processor has/have provided suitable safeguards for the personal data;

The Data Processor has/have provided suitable safeguards for the personal data;

2.6.4.2 Affected data subjects have been notified of the transfer and have given their consent to the transfer;

affected data subjects have been notified of the transfer and have given their consent to the transfer;

2.6.4.3 The Data Protection Legislation, provides for the transfer of personal data so transferred to be subject to the same level of protection to any and all personal data;

the Data Protection Legislation, provides for the transfer of personal data so transferred to be subject to the same level of protection to any and all personal data;

2.6.4.4 The Data Processor has agreed to comply with all reasonable instructions given in writing by the Data Controller in respect to the processing of the personal data;

The Data Processor has agreed to comply with all reasonable instructions given in writing by the Data Controller in respect to the processing of the personal data;

2.6.4.5 Assist the Data Controller, at the Data Controller's cost, in responding to any requests from data subjects for ensuring its compliance with the Data Protection Legislation, security, breach notifications, impact assessments, and requests from supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

at the Data Controller's cost, in responding to any requests from data subjects for ensuring its compliance with the Data Protection Legislation, security, breach notifications, impact assessments, and requests from supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

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2.6.4.6 Notify the Data Controller of a personal data breach;

2.6.4.7 On the Data Controller's request, delete (or otherwise dispose of) and all copies thereof to the Data Controller unless it is required to retain any

2.6.4.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to ensure compliance with Clause 2 and to allow for audits by the Data Controller.

2.7 [The Data Processor shall ensure that its processing of personal data is in compliance with the Data Protection Act 1998 OR

2.7 [The Data Processor shall ensure that its processing of personal data is in compliance with the Data Protection Act 1998 and the Data Protection (EU) Regulations 2018 that the Data Processor appoints a Data Protection Officer

2.7.1 Enter into a written agreement with any sub-processor the same as the agreement entered into between the Data Processor and the Data Controller and which shall enforce those obligations

2.7.2 Ensure that the sub-processor is bound by the Data Protection Act 1998 and the Data Protection (EU) Regulations 2018

2.8 Either Party may, at any time, upon written notice, alter the data protection policy and applicable data processing clauses. Such terms shall apply to all data processed under this Agreement.

Pursuant to Clause 2.4 of Schedule 3, the Data Processor shall specify the type(s) of personal data, the scope, nature and purpose of the processing of such data:

<<Insert full details>>]

[Pursuant to Clause 2.6.2 of Schedule 3, the Data Processor shall specify the technical and organisational measures implemented to ensure compliance with Clause 2 and to allow for audits by the Data Controller: <<Insert full details>>]

IN WITNESS WHEREOF this Agreement has been signed and executed before written

SIGNED by

<<Name and Title of person signing on behalf of <<Company Name>>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Full name of Contractor>>

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delay of a personal data breach;

tion, delete (or otherwise dispose of) and all copies thereof to the Data Controller unless it is required to retain any

ords of all processing activities and measures implemented necessary to ensure compliance with Clause 2 and to allow for audits by the Data Controller.

its obligations with respect to the

obligations to a sub-processor with Clause 2 without the prior written consent (unreasonably withheld). In the event that the Data Processor shall:

processor, which shall impose upon the Data Processor the same obligations as those imposed upon the Data Processor by this Agreement and the Data Controller to

with its obligations under that agreement

ert period, e.g. 30 calendar days'>> agreement, replacing them with any other applicable certification scheme. Such terms shall apply to all data processed under this Agreement.]

type(s) of personal data, the scope, nature and purpose of the processing:

technical and organisational measures implemented to ensure compliance with Clause 2 and to allow for audits by the Data Controller:

executed the day and year first

In the presence of
<<Name & Address of Witness>>

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