(1) < er>>

(2) < or>>

DATA MENT

THIS AGREEMENT is made the [redacted]

BETWEEN:

(1) <<Name of Data Controlle [redacted] ed in <<Country of Registration>> under number <<Company [redacted] whose registered office is at**] OR [**of**]** <<insert Address>> (“D [redacted]

(2) <<Name of Data Processo [redacted] ed in <<Country of Registration>> under number <<Company [redacted] whose registered office is at**] OR [**of**]** <<insert Address>> (“D [redacted]

WHEREAS:

(1) **[**Under a written agreeme [redacted] ontroller and the Data Processor dated <<insert date>> (“th [redacted] e Data Processor provides to the Data Controller**] OR [**The [redacted] time to time engages the Data Processor to provide to the [redacted] vices described in Schedule 1.

(2) The provision of the Serv [redacted] ssor involves it in processing the Personal Data described in [redacted] the Data Controller.

(3) Article 28(3) of the retained [redacted] eneral Data Protection Regulation ((EU) 2016/679) (the “UK G [redacted] ement in writing between the Data Controller and any orga [redacted] s Personal Data on its behalf, governing the processing o [redacted]

(4) The Parties have agreed t [redacted] ent to ensure compliance with the said provisions of the UK G [redacted] rocessing of the Personal Data by the Data Processor for the [redacted]

(5) The terms of this Agreeme [redacted] ocessing of Personal Data carried out for the Data Controller [redacted] nd to all Personal Data held by the Data Processor in relation t [redacted]

IT IS AGREED as follows:

1. **Definitions and Interpreta** [redacted]

1.1 In this Agreement [redacted] otherwise requires, the following expressions have th [redacted]

“Data Controller” [redacted] ng given to the term “controller” in [redacted] Protection Act 2018;

“Data Processor” [redacted] ng given to the term “processor” [redacted] GDPR;

"Data Protection Legislation" legislation in force from time to ngdom applicable to data y including, but not limited to, the Protection Act 2018 (and reunder), and the Privacy and cations Regulations 2003 as

"Data Subject" ng given to the term "data subject" GDPR;

"EEA" Economic Area, consisting of all lus Iceland, Liechtenstein, and

"Information Commissioner" n Commissioner, as defined in K GDPR and section 114 of the 2018;

"Personal Data Breach" ng given to the term "personal e 4 of the UK GDPR;

"Personal Data" onal data", as defined in Article 4 is, or is to be, processed by the ehalf of the Data Controller, as le 2;

"processing", "process" "processes", "processed" ng given to the term "processing" GDPR;

["Records" s kept by the Data Processor of es carried out on behalf of the et out in sub-Clause 13.2;**]**

"Services" s**]** **AND/OR** **[**facilities**]** described are provided by the Data a Controller and which the Data e purpose**[**s**]** described in

"Term" is Agreement, as set out in

1.2 Unless the context reference in this Agreement to:

a) "writing", an ion, includes a reference to any communicat nic or facsimile transmission or similar mean

b) a statute or is a reference to that statute or provision as at the relevant time;

c) "this Agreem this Agreement and each of the Schedules a nted at the relevant time;

d) a Schedule i ement;

e) a Clause or ce to a Clause of this Agreement (other than agraph of the relevant Schedule; and

f) a "Party" or parties to this Agreement.

1.3 The headings used r convenience only and shall have no effect upon the i ement.

1.4 Words imparting the clude the plural and vice versa.

1.5 References to any other gender.

1.6 References to pers tions.

2. **Scope and Application o**

2.1 The provisions of th to the processing of the Personal Data described in S or the Data Controller by the Data Processor, and to a the Data Processor in relation to all such processing l Data is held at the date of this Agreement or recei

2.2 **[**The provisions of t eemed to be incorporated into the Service Agreement in it. Subject to sub-Clause 2.3, definitions and inter Service Agreement shall apply to the interpretation of

2.3 In the event of any ween any of the provisions of this Agreement and **[**th **R [**any other agreement between the Parties**]**, the pro t shall prevail.

3. **Provision of the Services nal Data**

3.1 Schedule 2 describ l Data, the category or categories of Data Subject, the g to be carried out, the purpose(s) of the processing, a ocessing.

3.2 Subject to sub-Cl cessor is only to carry out the Services, and only nal Data received from the Data Controller:

a) for the purp d not for any other purpose;

b) to the extent s is necessary for those purposes; and

c) strictly in a xpress written authorisation and instructions which may be specific instructions or instructio as otherwise notified by the Data Controller to

3.3 The Data Controlle he Personal Data at all times and shall remain resp ance with the Data Protection Legislation includin collection, holding, and processing of the Personal Dat cessary and appropriate consents and notices to ena of the Personal Data to the Data Processor, and wi n instructions given to the Data Processor.

4. **The Data Processor's Ob** [redacted]

4.1 As set out above [redacted] Processor shall only process the
Personal Data to t [redacted] manner as is necessary for the
purposes of the Se [redacted] her purpose. All instructions given
by the Data Control [redacted] shall be made in writing and shall
at all times be in c [redacted] Protection Legislation. The Data
Processor shall act [redacted] tructions from the Data Controller
unless the Data Pro [redacted] mestic law to do otherwise (as per
Article 29 of the UK [redacted], the Data Processor shall inform
the Data Controller [redacted] in question before processing the
Personal Data for th [redacted] ited from doing so by law).

4.2 The Data Processo [redacted] ersonal Data in any manner which
does not comply w [redacted] his Agreement or with the Data
Protection Legislati [redacted] must inform the Data Controller
[immediately**] OR [** [redacted] on, any instructions given by the
Data Controller do n [redacted] Protection Legislation.

4.3 The Data Processo [redacted] with any written request from the
Data Controller req [redacted] or to amend, transfer, delete (or
otherwise dispose o [redacted] s the Personal Data.

4.4 The Data Processo [redacted] with any written request from the
Data Controller req [redacted] r to stop, mitigate, or remedy any
unauthorised proces [redacted] nal Data.

4.5 The Data Processo [redacted] able assistance **[**(at its own cost)**]**
OR [(at the Data Co [redacted] ata Controller in complying with its
obligations under th [redacted] lation including, but not limited to,
the protection of [redacted] the security of processing, the
notification of Perso [redacted] conduct of data protection impact
assessments, and [redacted] rmation Commissioner (including,
but not limited to, c [redacted] formation Commissioner where a
data protection imp [redacted] s that there is a high risk which
cannot be mitigated [redacted]

4.6 For the purposes c [redacted] easonable assistance" shall take
account of the natu [redacted] ed out by the Data Processor and
the information avai [redacted] sor.

4.7 In the event that th [redacted] mes aware of any changes to the
Data Protection L [redacted] n its reasonable interpretation,
adversely impact it [redacted] rvices and the processing of the
Personal Data **[**eith [redacted] eement or**]** under this Agreement,
the Data Processor [redacted] ntroller promptly.

5. **Confidentiality**

5.1 The Data Processo [redacted] rsonal Data in confidence, and in
particular, unless th [redacted] given written consent for the Data
Processor to do so, [redacted] l not disclose the Personal Data to
any third party. The [redacted] t process or make any use of any
Personal Data su [redacted] ta Controller otherwise than as
necessary and for [redacted] vision of the Services to the Data
Controller.

5.2 Nothing in this Agr [redacted] e Data Processor from complying
with any requirem [redacted] cess Personal Data where such

disclosure or proc domestic law, court, or regulator
(including, but not n Commissioner). In such cases,
the Data Processo Controller of the disclosure or
processing require re or processing (unless such
notification is prohib order that the Data Controller may
challenge the requir o.

5.3 The Data Processo ployees who are to access and/or
process any of the med of its confidential nature and
are contractually ob l Data confidential.

6. Employees [and Data Pro

6.1 **[**The Data Controll protection officer in accordance
with Article 37 of th ails are as follows: <<insert name
of data protection o details>>.**]**

6.2 **[**The Data Process protection officer in accordance
with Article 37 of th ails are as follows: <<insert name
of data protection o details>>.**]**

OR

6.2 **[**The Data Process otection officer in accordance with
Article 37 of the UK the details of the data protection
officer to the Data mmencement of the processing of
the Personal Data.**]**

6.3 The Data Processo ployees who are to access and/or
process any of the en suitable training on the Data
Protection Legisla sor's obligations under it, their
obligations under it eir work, with particular regard to
the processing of th is Agreement.

7. Security of Processing

7.1 The Data Processo priate technical and organisational
measures **[**as revie e Data Controller and**] OR [**,**]** as
described in Sched necessary to protect the Personal
Data against unau cessing or accidental or unlawful
loss, destruction, Processor shall inform the Data
Controller in advanc measures.

7.2 The measures impl ocessor shall be appropriate to the
nature of the pe rm that may result from such
unauthorised or accidental or unlawful loss,
destruction, or da e rights and freedoms of Data
Subjects) and shal ate of technological development
and the costs of im

7.3 The measures im ta Processor may include, as
appropriate, pseud on of the Personal Data; the ability
to ensure the ong rity, availability, and resilience of
processing systems to restore the availability of and
access to the Pers nner in the event of a physical or
technical incident; egularly testing, assessing, and
evaluating the effe and organisational measures.

7.4 The Data Processo [redacted] by the Data Controller (and within the timescales requ [redacted] oller) supply further details of the technical and organ [redacted] e to safeguard the security of the Personal Data held [redacted] sed access.

7.5 **[**The Data Proces [redacted] ll technical and organisational measures in writing [redacted] n a <<insert frequency>> basis to ensure that they re [redacted] ate.**]**

8. **Data Subject Rights and** [redacted]

8.1 The Data Process [redacted] ate technical and organisational measures and prov [redacted] ance **[**(at its own cost)**] OR [**(at the Data Controller's co [redacted] er in complying with its obligations under the Data Prot [redacted] articular regard to the following:

a) the rights [redacted] the Data Protection Legislation including, b [redacted] t of access (data subject access requests), th [redacted] e right to erasure, portability rights, the right t [redacted] , rights relating to automated processing, [redacted] essing; and

b) compliance [redacted] n the Data Controller by the Information [redacted] o the Data Protection Legislation.

8.2 In the event that th [redacted] es any notice, complaint, or other communication rel [redacted] ta processing or to either Party's compliance with th [redacted] islation, it shall notify the Data Controller immedia [redacted]

8.3 In the event that the [redacted] s any request from a Data Subject to exercise any of [redacted] a Protection Legislation including, but not limited to, [redacted] request, it shall notify the Data Controller **[**immedia [redacted] delay**]**.

8.4 The Data Processo [redacted] at its own cost)**] OR [**(at the Data Controller's cost)**]** [redacted] ller and provide all reasonable assistance in resp [redacted] , notice, other communication, or Data Subject reque [redacted]

a) providing th [redacted] full details of the complaint or request;

b) providing the [redacted] and assistance in order to comply with a subje [redacted]

c) providing the [redacted] y Personal Data it holds in relation to a Data [redacted] mescales required by the Data Controller); [redacted]

d) providing the [redacted] y other information requested by the Data Co [redacted]

8.5 The Data Processo [redacted] Data Controller's instructions and shall not disclose a [redacted] Data Subject or to any other party except as instruct [redacted] ta Controller, or as required by domestic law.

9. Personal Data Breaches

9.1 The Data Process [redacted] **OR [**within <<insert time limit (hours)>>**]** (and wit [redacted] the Data Controller in writing if it becomes aware of [redacted] a Breach including, but not limited to the accidental [redacted] n, loss, alteration, unauthorised disclosure of, or acc [redacted] a.

9.2 When the Data Pro [redacted] f a Personal Data Breach, it shall provide the followi [redacted] Data Controller in writing without undue delay:

a) a descriptio [redacted] Breach including the category or categories [redacted] ed, the number (approximate or exact, if kn [redacted] ecords involved, and the number (approximat [redacted] ata Subjects involved;

b) the likely co [redacted] nal Data Breach; and

c) a descriptio [redacted] s taken to address the Personal Data Breac [redacted] opriate, measures to mitigate its possible adv [redacted]

9.3 In the event of a P [redacted] described above, the Parties shall cooperate with one [redacted] The Data Processor shall provide all reasonable assis [redacted] ller including, but not limited to:

a) assisting the [redacted] investigation of the Personal Data Breach;

b) providing a [redacted] Controller with access to any relevant fac [redacted] ersonnel (including, if applicable, former pers [redacted] sonal Data Breach);

c) making ava [redacted] s, files, reports, and similar as reasonably [redacted] troller or as otherwise required by the Data Pro [redacted]

d) promptly ta [redacted] s to mitigate the effects of the Personal Da [redacted] e any damage caused by it.

9.4 The Data Process [redacted] able endeavours to restore any Personal Data lost [redacted] corrupted, or otherwise rendered unusable in the Pe [redacted] soon as possible after becoming aware of the Perso [redacted]

9.5 The Data Process [redacted] third party of any Personal Data Breach as describe [redacted] press written consent of the Data Controller unless it [redacted] omestic law.

9.6 The Data Controlle [redacted] ht to determine whether or not to notify affected Data [redacted] n Commissioner, law enforcement agencies, or other [redacted] f the Personal Data Breach as required by law or [redacted] tions, or at the Data Controller's discretion, including [redacted] tion.

9.7 The Data Controlle [redacted] ht to determine whether or not to offer any remedy t [redacted] d by the Personal Data Breach, including the form a [redacted] dy.

9.8 Subject to the pro [redacted] e Data Processor shall bear all reasonable costs a [redacted] y it and shall reimburse the Data Controller for all [redacted] expenses incurred by the Data

Controller in respon [redacted] a Breach, including the exercise of
any functions or ca [redacted] ions by the Data Controller under
any provision of this [redacted] ersonal Data Breach resulted from
the Data Controller [redacted] ctions, negligence, breach of this
Agreement, or othe [redacted] Data controller, in which case the
Data Controller sha [redacted] eimburse the Data Processor with
such costs and exp [redacted]

10. **Personal Data Transfers** [redacted] **e EEA]**

The Data Processor **[**(and [redacted] ointed by it)**]** shall not process or
transfer the Personal Data [redacted] EEA**]**.

11. **Appointment of Subcontr** [redacted]

11.1 The Data Processo [redacted] y of its obligations or rights under
this Agreement with [redacted] sent of the Data Controller **[**(such
consent not to be u [redacted]

11.2 In the event that th [redacted] ts a subcontractor to process any
of the Personal Dat [redacted] en consent of the Data Controller
on a per-subcontra [redacted] essor shall:

a) enter into a [redacted] each subcontractor, which shall
impose upo [redacted] same obligations, on substantially
the same te [redacted] upon the Data Processor by this
Agreement, [redacted] to technical and organisational
security me [redacted] mply with the Data Protection
Legislation, [redacted] the Data Processor and the Data
Controller t [redacted] ions, and which shall terminate
automaticall [redacted] is Agreement for any reason;

b) at the writte [redacted] Controller, provide copies of such
agreements [redacted] evant parts thereof;

c) ensure that [redacted] y fully with their obligations under
the aboven [redacted] nd under the Data Protection
Legislation; [redacted]

d) maintain co [redacted] ta transferred to subcontractors.

11.3 In the event that a [redacted] eet its data protection obligations,
the Data Processo [redacted] le to the Data Controller for the
subcontractor's com [redacted] ection obligations.

11.4 The Data Processo [redacted] gally control any and all Personal
Data that may be a [redacted] tically by, or be in the possession
of, any subcontract [redacted] his Clause 11.

12. **Return and/or Deletion o** [redacted] **ata**

12.1 The Data Processo [redacted] uest of the Data Controller (and at
the Data Controller [redacted] ete (or otherwise dispose of) the
Personal Data or r [redacted] troller in the format(s) reasonably
requested by the D [redacted] easonable time after the earlier of
the following:

a) **[**the end of t [redacted] es; or**]**

OR

a) **[**the terminat ment, for any reason; or**]**

b) the process ata by the Data Processor is no longer requi of the Data Processor's obligations under **[**this A Service Agreement**]**.

12.2 Subject to sub-Clau he Data Processor shall not retain all or any part of the eting (or otherwise disposing of) or returning it under su

12.3 If the Data Proces copies of all or any part of the Personal Data by ment, or other regulatory body, it shall inform the Da equirement(s) in writing, including precise details of th s required to retain, the legal basis for the retention, de e retention, and when the retained Personal Data will disposed of) once it is no longer required to retain it.

12.4 **[**The Data Process y of the Personal Data for up to <<insert period>> fo only.**]**

12.5 Upon the deletion (nal Data, the Data Processor shall certify the complet ing to the Data Controller within <<insert period>> o l).

12.6 **[**All Personal Data t d of under this Agreement shall be deleted or dispose method(s): <<insert description of method(s)>>.**]**

13. Information [and Records

13.1 The Data Process o the Data Controller any and all such information as and necessary to demonstrate the Data Processor's c a Protection Legislation and this Agreement.

13.2 **[**The Data Process e, accurate, and up-to-date written Records of all pro d out by the Data Processor on behalf of the Data C ude:

a) the name a he Data Processor and the Data Controller ar ch Party's representative and data protection of

b) the categori out by the Data Processor; and

c) a general ical and organisational security measures in Clause 7.**]**

14. Audits

14.1 The Data Proces t <<insert period>> days'**]** **OR** **[**reasonable**]** prior Controller or a third-party auditor appointed by the D the Data Processor's compliance with its obligations t and with the Data Protection Legislation.

14.2 The Data Process sary assistance **[**(at its own cost)**]**

OR [(at the Data Co nduct of such audits including, but
not limited to:

a) access (incl te) to, and copies of, all **[**Records
and any othe ept by the Data Processor;

b) access to all e to access and/or process any of
the Persona reasonably necessary, arranging
interviews be er and such employees; and

c) access to ar ecords,**]** infrastructure, equipment,
software, an store and/or process the Personal
Data.

14.3 The requirement fo give notice under sub-Clause 14.1
shall not apply if t reason to believe that the Data
Processor is in brea ns under this Agreement or under
the Data Protection reason to believe that a Personal
Data Breach has tal ce.

14.4 The Data Process ata Controller **[**immediately**] OR**
[promptly**]** if, in its o given by the Data Controller or any
third-party auditor a Controller do not comply with the
Data Protection Leg

15. Warranties

15.1 The Data Controlle epresents that the Personal Data
and its use with res **R [**the Service Agreement**]** and this
Agreement shall co tection Legislation in all respects
including, but not lin lding, and processing.

15.2 The Data Processor presents that:

a) the Persona ed by the Data Processor (and by
any subcont Clause 11) in compliance with the
Data Protec ny and all other relevant laws,
regulations, standards, and other similar
instruments;

b) it has no rea Data Protection Legislation in any
way prevent n its obligations **[**pertaining to the
provision of the Service Agreement**]**; and

c) it will implem al and organisational measures to
protect the F authorised or unlawful processing
or accidenta uction, or damage, as set out in
Clause 7 an 3.

16. Liability and Indemnity

16.1 The Data Controll and shall indemnify (and keep
indemnified) the spect of, any and all actions,
proceedings, liabilit s, expenses (including reasonable
legal fees and payn client basis), or demands, suffered
or incurred by, awa to be paid by, the Data Processor
[and any subcontra Data Processor under Clause 11**]**
arising directly or in

a) any non-co [redacted] ontroller with the Data Protection Legislation; [redacted]

b) any Persona [redacted] ed out by the Data Processor [or any subcont [redacted] Data Processor under Clause 11] in accordan [redacted] en by the Data Controller to the extent that th [redacted] e Data Protection Legislation; or

c) any breach [redacted] its obligations or warranties under this Agreem [redacted]

but not to the ext [redacted] are contributed to by any non-compliance by the [redacted] subcontractor appointed by the Data Processor un [redacted] Data Protection Legislation or its breach of this Agree [redacted]

16.2 The Data Process [redacted] and shall indemnify (and keep indemnified) the [redacted] pect of, any and all actions, proceedings, liabilit [redacted], expenses (including reasonable legal fees and paym [redacted] client basis), or demands, suffered or incurred by, awa [redacted] to be paid by, the Data Controller arising directly or in [redacted]

a) any non-co [redacted] Processor [or any subcontractor appointed b [redacted] under Clause 11] with the Data Protection L [redacted]

b) any Persona [redacted] ed out by the Data Processor [or any subcont [redacted] Data Processor under Clause 11] which is n [redacted] instructions given by the Data Controller to [redacted] uctions are in compliance with the Data Protect [redacted]

c) any breach [redacted] its obligations or warranties under this Agreem [redacted]

but not to the ext [redacted] are contributed to by any non-compliance by the [redacted] Data Protection Legislation or its breach of this Agree [redacted]

16.3 The Data Controll [redacted] d to claim back from the Data Processor under s [redacted] ny other basis any sums paid in compensation by th [redacted] pect of any damage to the extent that the Data Contr [redacted] fy the Data Processor under sub-Clause 16.1.

16.4 Nothing in this Ag [redacted] lar, this Clause 16) shall relieve either Party of, or [redacted] bility of either Party to any Data Subject, or for any [redacted] arty's direct obligations under the Data Protection L [redacted] e, the Data Processor hereby acknowledges that [redacted] o the authority of the Information Commissioner and [redacted] therewith, as required, and that failure to comply [redacted] data processor under the Data Protection Legislat [redacted] ect to the fines, penalties, and compensation requ [redacted] ata Protection Legislation.

16.5 Nothing in this Cl [redacted] med to be limited, excluded, or prejudiced by any o [redacted] greement.

16.6 [Any limit of liability [redacted] Agreement shall not apply to any indemnity or reimbu [redacted] ut in this Agreement.]

17. **Term and Termination**

17.1 This Agreement sha [redacted] insert commencement date>> and shall continue in for [redacted]

a) **[**The duratio [redacted] out in Schedule 1; or**]**

OR

a) **[**The period [redacted] ent remains in effect; or**]**

b) The period t [redacted] has any of the Personal Data in its possession [redacted]

17.2 Any provision of thi [redacted] essly or by implication, is to come into force or remai [redacted] ts termination or expiry**] OR [**the termination or expir [redacted] ent**]** shall remain in full force and effect.

17.3 In the event that ch [redacted] tion Legislation necessitate the re-negotiation of any [redacted] ither Party may require such re-negotiation.

18. **Notices**

18.1 All notices under or [redacted] greement shall be in writing.

18.2 All notices given t [redacted] under or in connection with this Agreement must [redacted] nsert name, position (e.g. data protection officer), a [redacted]

18.3 All notices given t [redacted] under or in connection with this Agreement must [redacted] nsert name, position (e.g. data protection officer), a [redacted]

18.4 Notices shall be de [redacted] given:

a) when delive [redacted] ier or other messenger (including registered m [redacted] ss hours of the recipient; or

b) when sent, [redacted] ile or**]** e-mail **[**and a successful transmission [redacted] s generated**]**; or

c) on the fifth [redacted] g mailing, if mailed by national ordinary mai [redacted]

In each case notice [redacted] ndicated above.

19. **Law and Jurisdiction**

19.1 This Agreement (in [redacted] ual matters and obligations arising therefrom or asso [redacted] e governed by, and construed in accordance with, th [redacted] ales.

19.2 Any dispute, contro [redacted] im between the Parties relating to this Agreement (in [redacted] ual matters and obligations arising therefrom or associ [redacted] within the jurisdiction of the courts of England and Wal [redacted]

SIGNED for and on behalf of the D

<<Name and Title of person signin >>

____

Authorised Signature

Date: ____________

SIGNED for and on behalf of the D

<<Name and Title of person signin >>

____

Authorised Signature

Date: ____________

Services

<<Insert a detailed description of t [redacted] the Data Processor (under the Service Agreement, where relevar [redacted]

SCHEDULE 2

Personal Data

Type of Personal Data	Categ	Nature of Processing Carried Out	Purpose(s) of Processing	Duration of Processing

Technical and Organisational D[redacted]s

The following are the tech[redacted] data protection measures referred to in Clause 7:

1. The Data Processor shall [redacted] all Personal Data it receives from or processes on behalf of [redacted] maintains security measures to a standard appropriate to:

   1.1 the harm that mi[redacted] or unauthorised processing or accidental loss, dan[redacted]e Personal Data; and

   1.2 the nature of the Pe[redacted]

2. In particular, the Data Proc[redacted]

   2.1 have in place, and [redacted]licy which:

   a) defines secu[redacted]k assessment;

   b) allocates re[redacted]enting the policy to a specific individual **[**([redacted]ssor's data protection officer)**]** or personnel;

   c) is provided [redacted] or before the commencement of this Agreem[redacted]

   d) is dissemina[redacted]nd

   e) provides a m[redacted]and review.

   2.2 ensure that approp[redacted] and virus protection are in place to protect the hardw[redacted]s used in processing the Personal Data in accordance[redacted]ce;

   2.3 ensure that all hard[redacted] in the processing of the Personal Data is properly ma[redacted]ot limited to, the installation of all applicable software[redacted]

   2.4 prevent unauthorise[redacted] Data;

   2.5 protect the Persona[redacted]e of encryption>> encryption;

   2.6 protect the Persona[redacted]nisation, where it is practical to do so;

   2.7 ensure that its stor[redacted]nforms with best industry practice such that the med[redacted]ata is recorded (including paper records and record[redacted]re stored in secure locations and access by personne[redacted]ctly monitored and controlled;

   2.8 have secure metho[redacted]sfer of Personal Data whether in physical form (for [redacted]rs rather than post) or electronic form (for example, [redacted]encryption>> encryption);

   2.9 password protect a[redacted]evices on which Personal Data is stored, ensuring th[redacted]re (<<describe requirements, e.g. upper and lower-ca[redacted]cters etc.>>), and that passwords are not shared unde[redacted]

2.10 **[**not allow the stora a on any mobile devices such as laptops or tablets u ept on its premises at all times;**]**

2.11 take reasonable ste ity of personnel who have access to the Personal Dat

2.12 ensure that all em cess and/or process any of the Personal Data are n the Data Protection Legislation, the Data Processo their obligations under it, and its application to thei regard to the processing of the Personal Data unde

2.13 have in place meth dealing with breaches of security (including loss, dam rsonal Data) including:

2.13.1 the ability t duals have worked with specific Personal Da

2.13.2 having a pr e for investigating and remedying breaches of slation; and

2.13.3 notifying the on as any such security breach occurs.

2.14 have a secure pro all electronic Personal Data and storing back-ups se

2.15 have a secure met anted Personal Data including for back-ups, disks, pri quipment; **[**and**]**

2.16 **[**<<insert additional ed>>; and**]**

2.17 adopt such organi nd technological processes and procedures as are ith the requirements of ISO/IEC 27001:2013, as app provided to the Data Controller.