

Training at Work Group Limited

Data Protection and Security Policy

Client Data Processing Agreement

	The Data Processor	The Data Controller
Company Name	Training at Work Group Limited, company number 11379815	
Contact Email	dataprotection@trainingatworkgroup.co.uk	

1. Introduction

- 1.1 This agreement regarding processing of personal data (the "**Data Processing Agreement**") regulates Training at Work Group Limited and all associated trading names' (company number 11379815) processing of personal data on behalf of the client, (the "**Data Controller**") and is attached as an addendum to the Main Services Agreement and/or Terms & Conditions (the "**Service Level Agreement**") in which the parties have agreed the terms for the Data Processor's delivery of services to the Data Controller (the "**Main Services**").

2. Legislation

- 2.1 The Data Processor Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (the "Applicable Law"), including in particular The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and the Data Protection Act (1998).

3. Processing of personal data

- 3.1 Purpose: The purpose of the processing under the Service Level Agreement is the provision of the Services by the Data Processor as specified in the Service Level Agreement.
- 3.2 In connection with the Data Processor's delivery of the Main Services to the Data Controller, the Data Processor will process certain categories and types of the Data Controller's personal data on behalf of the Data Controller.
- 3.3 "Personal data" includes *"any information relating to an identified or identifiable natural person"* as defined in GDPR, article 4 (1) (1) (the "Personal Data"). The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in sub-appendix A. The Data Processor only performs processing activities that are necessary and relevant to perform the Main Services. The parties shall update sub-appendix A whenever changes occur that necessitates an update.

4. Instruction

- 4.1 The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the "Instruction"), unless required by law to act without such instruction. The Instruction at the time of entering into this Data Processor Agreement (DPA) is that the Data Processor may only process the Personal Data with the purpose of delivering the Main Services as described in the Main Terms & Conditions (the "Service Level Agreement"). Subject to the terms of this DPA and with mutual agreement of the parties, the Data Controller may issue additional written instructions consistent with the terms of this Agreement. The Data Controller is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

- 4.2 The Data Controller guarantees that the Personal Data transferred to the Data Processor is processed by the Data Controller in accordance with the Applicable Law, including the legislative requirements re lawfulness of processing.
- 4.3 The Data Processor shall store all Personal Data of a data subject for only as long as is necessary to fulfill contractual obligations defined in the main Service Level Agreement, unless required to keep the data longer by law.
- 4.4 The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.

5. The Data Processor's obligations

5.1 Confidentiality

- 5.1.1 The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the Data Controller in writing has agreed.
- 5.1.2 The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this DPA with strict confidentiality.

5.3 Security

5.3.1 The Data Processor shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32. The security measures are subject to technical progress and development. The Data Processor may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security.

5.4 The Data Processor shall provide documentation for the Data Processor's security measures if requested by the Data Controller in writing.

5.4.1 The Data Processor shall also ensure that the Data Processor's employees working processing the Personal Data only processes the Personal Data in accordance with the Instruction.

5.5 Data protection impact assessments and prior consultation

5.5.1 If the Data Processor's assistance is necessary and relevant, the Data Processor shall assist the Data Controller in preparing data protection impact assessments in accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36.

5.6 Rights of the data subjects

5.6.1 If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

5.6.2 If the Data Processor receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and must refrain from responding to the person directly.

5.6.3 If the data processor receives any other request, communication or complaint regarding either Party's obligations under the Applicable Law, they will notify the Data Controller immediately.

5.7 Personal Data Breaches

5.7.1 The Data Processor shall give notice as soon as possible to the Data Controller if a data breach occurs that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data transmitted, stored or otherwise processed re the Personal Data processed on behalf of the Data Controller (a "Personal Data Breach").

5.7.2 The Data Processor shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

5.8 Documentation of compliance and Audit Rights

5.8.1 Upon request by a Data Controller, the Data Processor shall make available to the Data Controller all relevant information necessary to demonstrate compliance with this DPA, and shall allow for and reasonably cooperate with audits, including inspections by the Data Controller or an auditor mandated by the Data Controller. The Data Controller shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid causing damage or disruption to the Data Processors premises, equipment and business in the course of such an audit or inspection.

6. Sub-Processors

6.1 The Data Processor is given general authorisation to engage third-parties to process the Personal Data ("Sub-Processors"), including third-parties that may be located and or/process data outside of the European Economic Area ("EEC") without obtaining any further written, specific authorisation from the Data Controller. The Data Processor is given authorisation to transfer personal data outside of the European Economic Area when done so in accordance with the Applicable Law. Where possible, Sub-Processors that are located or transfer data outside of the EEC will adhere to accepted cross border data transfer mechanisms such as the EU-US Privacy Shield.

6.2 A full list of third-party data Sub-Processors is available upon request.

6.3 Additional or replacement processors may be engaged during within the during this agreement. The Data Processor will inform the Data Controller of any intended changes, giving the Controller opportunity to object to any such changes.

6.4 The Data Processor shall enter into a data processing agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the Data Processor, including the obligations under this Data Processor Agreement.

7. Remuneration and costs

- 7.1 The Data Controller shall remunerate the Data Processor based on time spent to perform the obligations under section 5.5, 5.6, 5.7 and 5.8 of this Data Processor Agreement based on the Data Processor's hourly rates.
- 7.2 The Data Processor is also entitled to remuneration for any time and material used to adapt and change the processing activities in order to comply with any changes to the Data Controller's Instruction, including implementation costs and additional costs required to deliver the Main Services due to the change in the Instruction. The Data Processor is exempted from liability for non-performance with the Main Agreement if the performance of the obligations under the Main Agreement would be in conflict with any changed Instruction or if contractual delivery in accordance with the changed Instruction is impossible. This could for instance be the case; (i) if the changes to the Instruction cannot technically, practically or legally be implemented; (ii) where the Data Controller explicitly requires that the changes to the Instruction shall be applicable before the changes can be implemented; and (iii) in the period of time until the Main Agreements is changed to reflect the new Instruction and commercial terms hereof.
- 7.3 If changes to the Applicable Law, including new guidance or courts practice, result in additional costs to the Data Processor, the Data Controller shall indemnify the Data Processor of such documented costs.

8. Liability

- 8.1 The Main Agreement's regulation of breach of contract and the consequences hereof shall apply equally to this Data Processor Agreement as if this Data Processor Agreement is an integrated part hereof.
- 8.2 Each party's cumulated liability under this Data Processor Agreement is limited to the payments made under the Main Agreement in the 12 months before the occurrence of the circumstances leading to a breach of contract. If the Data Processor Agreement has not been in force for 12 months before the occurrence of the circumstances leading to a breach of contract, the limited liability amount shall be calculated proportionately based on the actual performed payments.
- 8.3 The limitation of liability does not apply to the following:
- (i) Losses as a consequence of the other party's gross negligence or willful misconduct.
 - (ii) A party's expenses and resources used to perform the other party's obligations, including payment obligations, towards a relevant data protection agency or any other authority.

9. Duration

- 9.1 The Data Processor Agreement shall remain in force until the Main Service Level Agreement is terminated.

10. Data Protection Officer

10.1 The Data Processor will appoint a Data Protection Officer where such appointment is required by Data Protection Laws and Regulations.

11. Termination

11.1 Following expiration or termination of the Agreement, the Data Processor will delete or return to the Data Controller all Personal Data in its possession as provided in the Agreement except to the extent the Data Processor is required by Applicable law to retain some or all of the Personal Data (in which case the Data Processor will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this DPA will continue to apply to such Personal Data.

12. Contact

12.1 The contact information for the Data Processor and the Data Controller is provided both in the Main Service Level Agreement and at the beginning of this document. All contact made from the Data Processor to the Data Controller related to both data security and data subject rights (including data breaches and subject access requests), and the Applicable Law in general should be made to dataprotection@trainingatworkgroup.co.uk.

Sub-appendix A

1. Personal Data

1.1 The Data Processor processes the one or more of the following types of Personal Data in connection with its delivery of the Main Services:

1. Name, telephone number, company postal address and email address.
2. Purchase & Contact History.
3. IP address, website cookies, website user behaviour, geolocation.
4. Company details and role (customers).
4. Medical or disability information of delegates, only where relevant to training requirements.
5. Training qualification records, including qualification type, date of training and address of training.
6. Other types of personal data agreed upon in the Service Level Agreement.

2. Categories of data subjects

2.1 The Data Processor processes personal data about one or more of the following categories of data subjects on behalf of the Client:

1. Training Delegates of the Data Controller.
2. Employees of the Data Controller.
3. Customers of the Data Controller.
4. Training Delegates of Customers of the Data Controller
5. Any other categories of data subjects agreed upon in the Service Level Agreement.