

Annex 1

Data Processing Agreement

“Customer” means “Any user of the system”

“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, Data Protection Officer shall have the same meaning set out in the Data Protection Legislation;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by Evaluate IT under this Contract; and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract due to or caused by Evaluate IT.

“Data Protection Impact Assessment” means an assessment by the Customer of the impact of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR (as defined under section 3(10) (as supplemented by section 205(4) of the DPA 2018) and the Data Protection Act 2018 as the same may be amended, as well as any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Data Subject Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

“Privacy Notice” means a notice to Data Subjects complying with and providing all the information required to Data Subjects under Data Protection Legislation.

“Process” and **“Processing”** shall have the same meanings as set out in the Data Protection Legislation but for the purposes of this Contract shall include both manual and automatic processing.

1. Protection of Personal Data

- 1.1. Evaluate IT acknowledges that it is acting as a Data Processor on behalf of the Customer as Data Controller for the purposes of providing certain services and performing its related obligations in connection with this agreement.
- 1.1. The only Processing that Evaluate IT is authorised to do is listed by the Customer in the Table below and may not be determined by Evaluate IT.
- 1.2. Evaluate IT shall, in relation to any Personal Data Processed in connection with its obligations under this Contract Process that Personal Data only in accordance with this Schedule, unless Evaluate IT is required to do otherwise by Data Protection Legislation, in which case, it will notify the Customer before carrying out such Processing.
- 1.3. Evaluate IT shall notify the Customer immediately if it considers that any of the Customer’s instructions infringe Data Protection Legislation.

- 1.4. Evaluate IT shall provide reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment by the Customer prior to commencing any Processing.
- 1.5. The Customer shall ensure that any personal data uploaded to the software or services provided by Evaluate IT shall be anonymised and the Customer shall indemnify Evaluate IT in relation to any claims, damages or expenses suffered by Evaluate IT in relation to or arising out of personal data uploaded to the software or services it provides.
- 1.6. Without prejudice to any other provisions of the Contract, Evaluate IT shall not authorise any third party or Sub-contractor to Process the Personal Data without the prior written consent of the Customer and should such consent be given, it shall not relieve Evaluate IT from any liability or obligation under the Contract and Evaluate IT shall be responsible for the acts, omissions, defaults or neglect of any Sub-Contractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of Evaluate IT. Evaluate IT shall ensure that in relation to Personal data, such Sub-contractor or third-party processor is under contractual obligations which are no less protective than the data protection requirements set out in the Contract. Evaluate IT shall provide the Customer with such information regarding the Sub-contractor as the Customer may reasonably require.
- 1.7 Evaluate IT shall in Processing pursuant to this Contract, ensure that it takes all appropriate technical and organisational security measures to protect against a Data Loss Event having taken into account the:
 - a) nature of the data to be protected;
 - b) harm that might result from a Data Loss Event;
 - c) state of technological development; and
 - d) cost of implementing any security measuresand Evaluate IT shall provide to the Customer such information as the Customer may reasonably require to satisfy itself that Evaluate IT is complying with the obligations referred to in this Clause 1.6. The Customer shall be entitled to reject on reasonable grounds any technical, organisational and security measures employed by Evaluate IT, provided that failure to reject such measures shall not amount to approval by the Customer of such measures.
- 1.8 Evaluate IT must exercise its best endeavours to ensure the accuracy of any Personal Data Processed in carrying out its obligations under the Contract and that where necessary such Personal Data is kept up to date.
- 1.9 Evaluate IT shall not Process in or otherwise transfer any Personal Data to any country outside the European Economic Area (EEA) unless the prior written consent of the Customer has been obtained and:
 - a) Evaluate IT has provided appropriate safeguards in relation to the transfer in accordance with Data Protection Legislation;
 - b) the Data subject has enforceable rights and effective legal remedies;
 - c) Evaluate IT complies with the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- d) Evaluate IT complies with any reasonable instructions notified to it in advance by the Customer with respect to the Personal Data.

It shall be the responsibility of Evaluate IT to produce satisfactory evidence of compliance with this clause 1.8 during the Contract Period.

- 1.10 Evaluate IT shall take reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that:

- a) all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with all Evaluate IT's obligations with respect to Personal Data, including the confidentiality undertakings under the terms of this Contract;
- b) staff do not Process Personal Data except in accordance with this Contract;
- c) staff are subject to appropriate confidentiality undertakings with Evaluate IT or any subcontractor used by Evaluate IT in delivering the Service;
- d) none of their Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or unless otherwise permitted under this Contract; and
- e) staff have undergone adequate training in the use, care, protection and handling of Personal Data.

- 1.11 Evaluate IT shall notify the Customer promptly if it becomes aware of a Data Loss Event or if it receives:

- a) a Data Subject Request concerning any aspect of the processing or handling of that person's Personal Data;
- b) a request to rectify, block or erase any Personal Data;
- c) a complaint, request or communication relating to the Customer's obligations under the Data Protection Legislation;
- d) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Agreement; or
- e) a request from any third party for disclosure of Personal Data where compliance with such request is required by Data Protection Legislation .

- 1.12 Evaluate IT's duty to notify the Customer under clause 1.11 shall include the provision of further information to the Customer, as details become available.

- 1.13 Evaluate IT shall provide the Customer with full cooperation and assistance in relation to any complaint or request made in relation to either party's obligations under Data Protection Legislation including by providing:

- a) the Customer with full details of the complaint, communication or request;
 - b) such assistance and information as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the timescales required by the Customer;
 - c) the Customer with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer);
 - d) reasonable assistance to the Customer following any Data Loss Event.
 - e) reasonable assistance to the Customer with respect to any request from the Information Commissioner’s Office, or any consultation by the Customer with the Information Commissioner’s Office.
- 1.14 Evaluate IT shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule.
- 1.15 Where it is entitled to do so, Evaluate IT shall permit the Customer or the Customer’s representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit Evaluate IT’s data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that Evaluate IT is in full compliance with its obligations under this Contract.
- 1.16 Evaluate IT shall comply with any reasonable further written instructions given by the Customer with respect to processing and any such further instructions shall be incorporated into this Schedule.

2. Data Processing Table

Description	Details
Type of Personal Data	Names and email addresses of staff and employees of the User of the System.
Duration of the processing	For the duration of the Agreement
Categories of Data Subject	Staff and employees of the User of the System
Nature of the processing	The personal data collected is used for authentication and permission verification on the system. Passwords are encrypted. Email addresses are used to send emails relating to registration and forgotten password links. We may use email address to send users email regarding tasks they have been assigned through the software.
Plan for return and destruction of the data once the processing is	Deletion of Data 2 years after termination of the Agreement

complete	
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3. Policies and Procedures

- 3.1. Evaluate IT must have in place at the Commencement Date and throughout the Contract Period:
- a) internal records of its data processing activities;
 - b) policies and procedures for data protection compliance;
 - c) specific Staff training relating to data protection; and
 - d) a documented system for the handling of security incidents and close calls ('near misses')
- 3.2. Evaluate IT will co-operate with the monitoring of such obligations on an annual basis and will notify the Customer immediately of any data protection issues and security incidents within its organisation.
- 3.3. When delivering the Services, Evaluate IT will uphold the highest standards in safeguarding Personal Data, and specifically will:
- a) ensure that information governance/data security is a key component of both the induction and on-going training programmes;
 - b) not allow Staff to use their own personal equipment to store Customer Data;
 - c) provide Staff with appropriate means and guidelines for keeping any personal information they are required to store outside of the office securely;
 - d) ensure that equipment holding Personal Data is kept secure;
 - e) have procedures in place to ensure immediate reporting to the Customer of any security related incidents and to ensure that full and prompt cooperation can be given to the Customer in the investigation of such incidents.
- 3.4 Evaluate IT shall allocate responsibility for data protection to a named senior member of Staff who has responsibility for information governance in their organisation. This person will:
- a) develop information governance within Evaluate IT's organisation;
 - b) draft and implement policies, procedures and guidance to ensure that the above information governance best practice is adopted.