DATA PROCESSING ADDENDUM

1.   In this Addendum, the following terms shall have the following meanings:

   a.   "Contractor" means xxxxxxxxxxxxxxxx, *a insert type of organisation*, registered in England and Wales with registered number xxxxxxxxx and having its registered office at xxxxxxxxxxxxxxxxxx;

   b.   "Controller", "Data Protection Impact Assessment", "Data Subject", "Information Commissioner's Office", "Personal Data", "Process" (including any derivatives thereof), "Processor", "and "Special Categories of Personal Data" shall each have the same meaning as defined in the Data Protection Laws;

   c.   "Data Protection Laws" means the GDPR and the Data Protection Act 2018 and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing, and all applicable laws relating to processing of personal data and privacy;

   d.   "GDPR" means, as applicable to the Contractor and Ochil View Housing Association Limited ("Ochil View HA") and / or to the rights, responsibilities and / or obligations of the Contractor and Ochil View HA in connection with this Addendum, from time to time: (a) the General Data Protection Regulation, Regulation (EU) 2016/679; or (b) the General Data Protection Regulation, Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time); and

   e.   "Services" means the xxxxxxxxxas services provided by the Contractor to Ochil View HA.

2.   The Contractor has been engaged by Ochil View HA to provide the Services to Ochil View HA. In providing the Services to Ochil View HA, the Contractor shall process such categories of personal data (including special categories of personal data) in relation to such categories of data subjects for and on behalf of Ochil View HA as shall be strictly necessary for the provision of the Services by the Contractor to Ochil View HA and to perform and discharge the Contractor's obligations under this Addendum.

3.   Ochil View HA shall be the controller and the Contractor shall be the processor of all personal data that the Contractor processes in providing the Services to Ochil View HA. The Contractor shall comply with the Data Protection Laws relating to the processing of personal data in providing the Services to Ochil View HA.

4.   The Contractor shall only process, and shall ensure that the Contractor's employees only process, the personal data in accordance with this Addendum and Ochil View HA's written instructions from time to time, except where otherwise required by applicable law (and shall inform Ochil View HA of that legal requirement in such case before processing, unless applicable law prevents it from doing so on important grounds of public interest).

5.	The Contractor shall not transfer the personal data outside the United Kingdom without Ochil View HA's prior written consent.

6.	The Contractor shall at all times (at its own cost and expense) implement and maintain appropriate technical and organisational measures to protect the personal data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

7.	The Contractor shall not permit the processing of the personal data by any subcontractor without the prior specific written authorisation of that subcontractor by Ochil View HA and only then subject to such conditions as Ochil View HA may require. Prior to the subcontractor processing the personal data, the Contractor must ensure that the subcontractor enters into a written agreement (to be approved by Ochil View HA in advance) imposing on the subcontractor the same obligations as are imposed on the Contractor under this Addendum (and which are capable of being enforced directly by Ochil View HA) and that the subcontractor complies with all such obligations. The Contractor shall remain fully liable to Ochil View HA under this Addendum for all the acts and omissions of the subcontractor as if they were its own.

8.	The Contractor shall ensure that all persons authorised by the Contractor or any subcontractor to process the personal data are:

a.	reliable and adequately trained in the Data Protection Laws;

b.	informed of the confidential nature of the personal data and that they must not disclose the personal data to any unauthorised party; and

c.	subject to a binding and enforceable written contractual obligation to keep the personal data confidential.

9.	The Contractor shall (at its own cost and expense) promptly:

a.	provide such information and assistance (including by taking all appropriate technical and organisational measures) as Ochil View HA may require in relation to the fulfilment of Ochil View HA's obligations under the Data Protection Laws to respond to requests exercising data subjects' rights;

b.	provide such information, co-operation and other assistance to Ochil View HA as Ochil View HA requires to ensure compliance with Ochil View HA's obligations under the Data Protection Laws, including in relation to: security of processing of the personal data; data protection impact assessments; prior consultation with the Information Commissioner's Office (or other supervisory authority) regarding high risk processing; and any remedial action and / or notifications to be made or taken in response to any breach, complaint or request regarding either the Contractor's or Ochil View HA's obligations under the Data Protection Laws relevant to this Addendum;

c.	record and refer all requests and communications received from data subjects or the Information Commissioner's Office (or other supervisory authority) to Ochil View HA which relate to the personal data and shall not respond to any such requests and communications without Ochil View HA's express written approval and strictly in accordance with Ochil View HA's instructions;

d. and (in any case) within 24 (Twenty Four) hours, notify Ochil View HA if it or any subcontractor suspects or becomes aware of any suspected, actual or threatened occurrence of any breach of the Data Protection Laws in respect of any personal data and shall provide all information and assistance to Ochil View HA as Ochil View HA requires to report the breach to the Information Commissioner's Office (or other supervisory authority) and to notify affected data subjects under the Data Protection Laws; and

e. make available (and shall ensure that all subcontractors make available) to Ochil View HA such information as is required to demonstrate the Contractor's and the subcontractor's compliance with their respective obligations under this Addendum and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections by Ochil View HA (or an auditor appointed by Ochil View HA) for this purpose at Ochil View HA's request from time to time.

10. The Contractor shall (and shall ensure that each of its subcontractors and employees shall) immediately, at Ochil View HA's request, either securely delete or securely return all the personal data to Ochil View HA in such form as Ochil View HA requests after the earlier of:

a. the termination of the provision of the Services by the Contractor to Ochil View HA; or

b. once processing of the personal data by the Contractor is no longer required for the performance of the Contractor's relevant obligations under this Addendum,

and securely delete existing copies of the personal data (except to the extent that the Contractor is required to retain the personal data by applicable law, in which case, the Contractor shall inform Ochil View HA of any such requirement).

11. The Contractor shall indemnify and keep Ochil View HA indemnified against all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to data subjects, demands and legal and other professional costs (calculated on a full indemnity basis and, in each case, whether or not arising from any investigation by, or imposed by, the Information Commissioner's Office (or other supervisory authority) arising out of or in connection with any breach by the Contractor of its obligations under this Addendum and all amounts paid or payable by Ochil View HA to a third party which would not have been paid or payable if the Contractor's breach of this Addendum had not occurred.

12. This Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland. Ochil View HA and the Contractor irrevocably submit to the exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF these presents consisting of this and the preceding 3 (Three) pages are executed as follows:

Subscribed for and on behalf of xxxxxxxx by:

Name:

Signature:

At:

Date:

Subscribed for and on behalf of Ochil View Housing Association Limited by:

Name:

Signature:

At:

Date: