

21 SKILLS UK LTD - DATA PROCESSING AGREEMENT

1. Introduction

- 1.1. This data processing agreement ("**Data Processing Agreement**") applies to the existing terms and conditions ("the Agreement") for services between 21 Skills UK Ltd, trading as Algorithmics UK ("Algorithmics UK") and you.
- 1.2. By this Data Processing Agreement the terms of the Agreement are amended to address Algorithmics UK and your respective rights, duties and obligations arising as a result of the implementation of Data Protection Legislation, where Algorithmics UK is acting in its capacity as a Processor and you acting in your capacity as a Controller under Data Protection Legislation.

2. Amendment of Agreement

- 2.1. This Data Processing Agreement amends all existing provisions relating to the rights, duties and obligations under applicable Data Protection Legislation between Algorithmics UK and you.
- 2.2. It is agreed that rights, duties and obligations under Data Protection Law shall be amended by the terms of this Data Processing Agreement.
- 2.3. In the event of any conflict between the provisions contained in the Agreement and this Data Processing Agreement, the provisions of this Data Processing Agreement shall prevail.

3. Definitions

- 3.1. In this Data Processing Agreement, unless the context indicates otherwise:
 - "**Controller**" has the meaning given to it in the Data Protection Legislation.
 - "**Data Protection Legislation**" means national laws implementing the Data Protection Directive (95/46/EC), the Directive on Privacy and Electronic Communications (2002/58/EC), the General Data Protection Regulation (2016/679) and any other applicable laws or regulations relating to data protection, data privacy or similar matters.
 - "**Data Subject**" has the meaning given to it in the Data Protection Legislation.
 - "**EU Law**" means European Union law as implemented by the United Kingdom.
 - "**Personal Data**" means any personal data (as such term is defined in Data Protection Legislation) relating to individuals obtaining or accessing Algorithmics UK services from or through you, Processed under or in connection with the Agreement.
 - "**Personal Data Breach**" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
 - "**Processing**" has the meaning given to it in the Data Protection Legislation.
 - "**Processor**" has the meaning given to it in the Data Protection Legislation.
 - "**Restricted International Transfer of Personal Data**" means a transfer of Personal Data by a person: (a) from a country which has Data Protection Legislation that imposes restrictions on extra-territorial transfers of Personal Data; (b) to a country which does not provide an adequate

level of protection for Personal Data as required by the Data Protection Legislation of the country of export.

- "IDTA" means the standard contractual clauses for the transfer of personal data to processors established in third countries in the form approved from time to time by the EU Commission or other relevant government, regulatory, or supervisory authority.

4. Details of Processing of Personal Data

4.1. The scope and purpose of the Processing carried out by Algorithmics UK under the Agreement is as follows: The purpose of the Processing is to provide or support the provision of services under the Agreement to you and otherwise carry out obligations or exercise rights under the Agreement, for the term of the Agreement.

4.1.1.1. The Data Subjects are any individual persons who obtain or access Algorithmics UK services from or through you.

4.1.1.2. The Personal Data processed includes but is not limited to identifying numbers, contact information, location information, personal expressions or preferences, information relating to education, history, information relating to educational activities, personal records, correspondence, and, in limited circumstances, special categories of personal data and any other categories of Personal Data that are stated in the Agreement to be Processed by Algorithmics UK on your behalf.

5. Obligations of Algorithmics UK

5.1. In relation to the Processing of Personal Data, Algorithmics UK shall:

5.1.1. Only Process Personal Data on your documented instructions in accordance with the Agreement, unless required to Process that Personal Data for other purposes by EU Law. Where such a requirement is placed on Algorithmics UK, it shall provide prior notice to you unless the relevant law prohibits the giving of notice on important grounds of public interest.

5.1.2. Promptly inform you if, in its opinion, your instructions would be in breach of Data Protection Legislation.

5.1.3. Promptly notify you of any requests from Data Subjects exercising their rights under Data Protection Legislation in relation to Personal Data, and assist you within such reasonable timescales as may be specified by you with all requests received by you or Algorithmics UK from Data Subjects exercising such rights.

5.1.4. Unless prohibited from doing so by applicable law provide reasonable assistance to you within such timescale as may be specified by you so as to enable you to comply with your obligations under Data Protection Legislation including, without limitation, in respect of the duties to ensure that Personal Data is kept secure, notify a breach of Personal Data, conduct privacy impact assessments (and any related consultations), and maintain all documentation of processing operations.

6. Breach Notification

6.1. In the event Algorithmics UK becomes aware of or suspects that there has been a Personal Data Breach, it shall promptly, and in any event no later than 48 hours after so becoming aware or so suspecting, notify you of the known or suspected breach.

7. Restricted International Transfer of Personal Data to Algorithmics UK

7.1. In the event of any Restricted International Transfer of Personal Data arising in relation to Algorithmics UK, Algorithmics UK shall take such measures as you may reasonably specify to ensure that such transfer complies with Data Protection Legislation, including without limitation entering into (or procuring that such other persons or entities as you may reasonably specify enter into) an IDTA.

8. Restricted International Transfer of Personal Data by or on behalf of Algorithmics UK

8.1. Algorithmics UK shall not carry out any Restricted International Transfer of Personal Data itself or procure that such a transfer is carried out on its behalf unless it has:

8.1.1. Obtained your prior written consent.

8.1.2. Taken such measures as you may reasonably specify to ensure that such transfer complies with Data Protection Legislation, , including without limitation entering into (or procuring that such other persons or entities as you may reasonably specify enter into) an IDTA.

9. Subcontractors

9.1. You will provide a general authorisation for Algorithmics UK to engage Subcontractors, Algorithmics UK shall maintain an up-to-date list of all Subcontractors it engages to Process Personal Data. Algorithmics UK shall provide such list to you on request.

9.2. The subcontract between Algorithmics UK and any Subcontractor Processing Personal Data will impose obligations on the Subcontractor that are equivalent to those set out in this Data Processing Agreement.

10. Audit

10.1. At your request Algorithmics UK shall provide evidence of its compliance with this Data Processing Agreement, and allow you to audit at your cost that compliance (either itself or by using an auditor agreed with you).

11. Return of Personal Data on Termination of Agreement

11.1. Upon termination of the Agreement with you for any reason, Algorithmics UK shall promptly delete all related Personal Data in Algorithmics UK possession and provide confirmation of such deletion save that Algorithmics UK may retain a copy of any Personal Data to the extent it is obliged to do so by EU Law or Data Protection Legislation.

12. Your Obligations

12.1. You are a Controller in respect of Personal Data Processed by Algorithmics UK, and shall comply with your obligations under Data Protection Legislation in relation to Processing Personal Data.

13. General Provisions

13.1. To the extent that Algorithmics UK acts as Controller in respect of Personal Data, Algorithmics UK shall comply with Data Protection Legislation and shall ensure that it provides Data Subjects with a notice describing its Processing in accordance with Data Protection Legislation.

13.2. Algorithmics UK shall inform you without undue delay if Algorithmics UK suspects that Personal Data which is in Algorithmics UK possession or under its control is threatened with seizure or confiscation (including without limitation through bankruptcy or settlement proceedings or other actions of a third party). Algorithmics UK shall initiate all reasonable measures to protect your rights and position by, in particular, informing all relevant third parties that ownership and control over the Personal Data lies with you.

Last updated on 25 January 2021