

# DATA PROCESSING PROTOCOL

## **1 DATA PROTECTION**

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the identity of the Controller and the Processor for each category of Personal Data is as set out in Table A below.
- 1.2 Be-Safe shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 Be-Safe shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Customer, include:
  - 1.3.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
  - 1.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
  - 1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 Be-Safe shall, in relation to any Personal Data Processed in connection with its Services:
  - 1.4.1 process that Personal Data only in accordance with Table A, unless Be-Safe is required to do otherwise by Law. If it is so required, Be-Safe shall promptly notify the Customer before Processing the Personal Data unless prohibited by Law;
  - 1.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;

- 1.4.3 ensure that:
- (i) Be-Safe Personnel do not Process Personal Data except in accordance with any relevant contractual commitment.
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Be-Safe Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with Be-Safe's duties under this Data Processing Agreement;
    - (B) are subject to appropriate confidentiality undertakings with Be-Safe or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by any relevant contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 1.4.4 not transfer Personal Data outside of the UK or the EU unless Be-Safe has previously notified the Customer and the following conditions are fulfilled:
- (i) the Customer or Be-Safe has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Article 37 of the Law Enforcement Directive (Directive (EU) 2016/680)) as determined by the Customer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) Be-Safe complies with its obligations under the Data Protection Legislation by providing an adequate level of protection (by means of an adequacy decision) to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
  - (iv) Be-Safe complies with any reasonable instructions notified to it in advance by the Customer with respect to the Processing of the Personal Data;
- 1.4.5 at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination or expiry of any relevant contract unless

Be-Safe is required by Law to retain the Personal Data and provide a certificate of destruction.

- 1.5 Subject to Clause 1.6 of this Protocol, Be-Safe shall notify the Customer immediately if it:
  - 1.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
  - 1.5.2 receives a request to rectify, block or erase any Personal Data;
  - 1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - 1.5.4 receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data Processed under this Contract;
  - 1.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 1.5.6 becomes aware of a Data Loss Event.
- 1.6 Be-Safe's obligation to notify under Clause 1.5 of this Data Protection Protocol shall include the provision of further information to the Customer in phases, as details become available.
- 1.7 Taking into account the nature of the Processing, Be-Safe shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 of this Protocol (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
  - 1.7.1 the Customer with full details and copies of the complaint, communication or request;
  - 1.7.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - 1.7.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 1.7.4 assistance as requested by the Customer following any Data Loss Event;
  - 1.7.5 assistance as requested by 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.

- 1.8 Be-Safe shall maintain complete and accurate records and information to demonstrate its compliance with this Protocol to comply with Article 30 GDPR 'Records of processing activities'. This requirement does not apply where Be-Safe employs fewer than 250 staff, unless:
  - 1.8.1 the Customer determines that the Processing is not occasional;
  - 1.8.2 the Customer determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - 1.8.3 the Customer determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 Be-Safe shall allow for audits of its Processing activity by the Customer or the Customer's designated auditor.
- 1.10 Be-Safe shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to Process any Personal Data related to this Contract, Be-Safe must:
  - 1.11.1 notify the Customer in writing of the intended Sub-processor and Processing;
  - 1.11.2 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Data Processing Agreement such that they apply to the Sub-processor; and
  - 1.11.3 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.12 Be-Safe shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 Be-Safe may, at any time on not less than 30 Business Days' notice, revise this Data Processing Protocol by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to any relevant contract with the Customer).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Business Days' notice to Be-Safe ask Be-Safe to amend this Data Processing Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Be-Safe shall comply with any further instructions with respect to Processing issued by the Customer when incorporated into any relevant contract between Be-Safe and the Customer.

1.16 Subject to Clauses 1.13, 1.14, and 1.15 of this Protocol, any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

**1 DATA PROTECTION PROTOCOL (GDPR Article 28(3))**

**1 Table A – Processing, Personal Data and Data Subjects**

Description	Details
<p>Identity of Controller and Processor for each Category of Personal Data</p>	<p>The Customer is Controller and Be-Safe is Processor of all Customer Personal Data.</p> <p>The Parties are Independent Controllers of Personal Data in respect of;</p> <ul style="list-style-type: none"> <li>● Business contact details of Be-Safe Personnel for which Be-Safe is the Controller,</li> <li>● Business contact details of any directors, officers, employees, agents, consultants and contractors of the Customer (excluding Be-Safe Personnel) engaged in the performance of the Customer’s duties under the Agreement) for which the Customer is the Controller,</li> <li>● All analytical data including Identity Data, Contact Data, Technical data, Preference Data, Marketing and Communications Data and Usage data (as defined in our Privacy Notice) of all users of Be-Safe’s platform aggregated to measure effectiveness of our products and services and to provide improvements to the products and services and to manage the contractual relationship between the parties.</li> </ul>

Duration of the processing	Up to 7 years after the expiry or termination of any relevant contract between the Customer and Be-Safe.
Nature and purposes of the processing	<p>Be-Safe will process Personal Data on behalf of the Customer to facilitate the fulfilment of Be-Safe’s obligations arising under any relevant Agreement including;</p> <ul style="list-style-type: none"> <li>i. Ensuring effective communication between Be-Safe and the Customer</li> <li>ii. Maintaining full and accurate records of every Agreement arising between the Parties.</li> <li>iii – measuring the effectiveness of the products and services and to enable development thereof</li> </ul> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>Be-Safe will process Personal Data on behalf of the Customer for the purposes as detailed below:</p> <ul style="list-style-type: none"> <li>● To fulfil contractual obligations</li> <li>● To satisfy Audit / Regulatory requirements and inspections</li> </ul>
Type of Personal Data	<p>Name</p> <p>Address (home or business)</p> <p>Employee records</p> <p>Accident or injury data</p> <p>Health conditions</p> <p>IP address</p> <p>Login data</p> <p>Place of work</p> <p>Email address</p> <p>Date of birth</p>

Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"><li>i. Contact details of, and communications with, Customer staff concerned with management of the Agreement</li><li>ii. Contact details of, and communications with Be-Safe staff concerned with management of the Agreement with the Customer,</li><li>iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of Be-Safe’s obligations arising from the Agreement</li><li>iv Contact details, and communications with Supplier staff concerned with management of the Agreement</li></ul>
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## 2 **Definitions**

In this Protocol the following words shall have the following meanings unless the context requires otherwise:

<p>“Customer”</p>	<p>means the relevant Customer (including the Crown Commercial Services) whom have entered into a contract with Be-Safe. .</p>
<p>“Agreement”</p>	<p>means the Agreement between the relevant Customer and Be-Safe.</p>
<p>“Data Loss Event”</p>	<p>means any event that results, or may result, in unauthorised access to Personal Data held by Be-Safe under this Contract and/or Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;</p>
<p>“Data Protection Impact Assessment”</p>	<p>means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;</p>
<p>“Data Protection Officer” and “Data Subject”</p>	<p>shall have the same meanings as set out in the GDPR;</p>
<p>“Data Subject Access Request”</p>	<p>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.</p>
<p>“Personal Data Breach”</p>	<p>shall have the same meaning as set out in the GDPR;</p>



“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
“Sub-processor”	means any third party appointed to Process Personal Data on behalf of Be-Safe related to this Contract and/or Agreement.