



DATA PROCESSING STANDARD TERMS & CONDITIONS

1. FOREWORD

- 1.1. These terms set out the obligations between you (the Client) and Conflict Management Plus Ltd, registered in England and Wales, Company number: 03880628 (“**CMP**”, “**we**”, “**us**”, or “**our**”)
- 1.2. These terms set out the expectations and responsibilities of the Data Controller (the Client) and the Data Processor (CMP) surrounding the collection, storing and handling of sensitive data in the fulfilment of the service confirmed with CMP (the “Contract”, “case”, “project”, “the work”)

2. BACKGROUND AND SCOPE

- 2.1. The purpose of these Data Processing Standard Terms & Conditions is to ensure compliance with the requirements of UK GDPR and to regulate the processing of Personal Data by the Data Processor on behalf of the Data Controller
- 2.2. CMP is appointed as a **Data Processor** for their Clients (each Data Controllers) to perform mediation, investigation, assessments, helplines, training and other relevant services on behalf of their Clients. CMP processes Personal Data as a Processor in connection with that appointment, in accordance with the instructions of the applicable Client, the Data Controller.

3. DEFINITIONS

- 3.1. “**Data Protection Law**” means all applicable data protection and privacy legislation, regulations and guidance, including the UK General Data Protection Regulations (“GDPR”) and the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any guidance or codes of practice issued by the ICO from time to time (all as amended, updated or re-enacted)
- 3.2. “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Special Category Personal Data”, “Processing”, and “Appropriate Technical and Organisational Measures” shall have the meanings given to them in the Data Protection Laws.
- 3.3. “**Sub-Processor**” means any party appointed by or on behalf of the Data Processor to process Personal Data, ultimately on behalf of the applicable Data



Controller, for the purposes of fulfilling the Supplier's obligations of service to the Client.

- 3.4. **"Sub Processing Agreement"** means an agreement between the Processor and the Supplier ("Sub-Processor") that governs the Personal Data processing carried out by the Supplier
- 3.5. Reference to "writing" or "written" includes email, fax and any electronic transmission or similar means, unless stated otherwise

4. DATA PROTECTION COMPLIANCE

- 4.1. This Agreement is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation
- 4.2. For the purpose of Data Protection Law, the Client is the Data Controller and CMP is the Data Processor.
- 4.3. CMP shall comply with all applicable Data Protection Law in the Processing of Personal Data and shall only process Personal Data for the purposes of providing the confirmed services to the Client
- 4.4. CMP shall only process Personal Data in line with these Terms & Conditions, unless the Controller provides formal written instructions otherwise
- 4.5. Instructions given by the Client to CMP shall be issued in writing and shall be in compliance with Data Protection Law. CMP shall act only on such written instructions from the Client unless CMP is required by law to do otherwise (as per Article 29 of the GDPR)
- 4.6. CMP shall promptly comply with any request from the Client for CMP to amend, delete, or otherwise dispose of Personal Data
- 4.7. CMP shall transfer all Personal Data to the Client at the Client's request in the manner detailed in these Terms & Conditions, unless formally directed otherwise, in writing, by the Client
- 4.8. When Processing the Personal Data on behalf of the Client, CMP shall:
- 4.8.1. Not process the Personal Data outside the UK or European Economic Area (all EU member states, plus Iceland, Liechtenstein and Norway) ("EEA") without prior written consent from the Client and, where the



Client consents to such a transfer to a country outside of the EEA, shall comply with the obligations of Data Processors under the provisions applicable to transfers of Personal Data to third countries set out in Chapter 5 of the GDPR by providing an adequate level of protection to any Personal Data that is transferred.

- 4.8.2. Not transfer any Personal Data to any third party, other than the Sub-Processors detailed in these Terms & Conditions, without the written consent of the Client
- 4.8.3. Keep records of processing activities carried out in relation to the Personal Data in accordance with the requirements of Article 30(2) of the GDPR
- 4.8.4. Make available to the Client any information that is reasonably required to demonstrate CMP's compliance with GDPR
- 4.8.5. Inform the Client immediately if it is asked to do anything that infringes the GDPR or any other applicable Data Protection Law

5. OWNERSHIP

- 5.1. All information and Personal Data supplied by the Client, or collected by CMP on behalf of the Client, and used directly or indirectly in the performance of the services to the Client shall remain the property of the Client (The applicable Data Controller who engaged the services of CMP as the Processor)
- 5.2. CMP is not authorised to use or retain the Personal Data provided to or collected by CMP for any purpose other than those stated in this Agreement and any attached Service Agreements/Contracts

6. CONFIDENTIALITY

- 6.1. CMP shall not disclose the Personal Data, unless the Client has given written authorisation to do so, or are required to do so by law. In such cases CMP shall notify the Client of the disclosure requirements prior to disclosure, unless such notification is prohibited by law.
- 6.2. CMP shall ensure that all Personnel involved in the Processing of the Personal Data are subject to a strict duty of confidentiality (whether a contractual or



statutory duty), which extends beyond termination of their employment with CMP

7. INFORMATION SECURITY

- 7.1. CMP will establish information security in relation to the Processing of Personal Data under these Terms & Conditions and shall maintain appropriate technical and organisational security measures to protect the Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration or disclosure. Such measures may include, but are not limited to:
- 7.1.1. The encryption of Personal Data at rest and in transit
 - 7.1.2. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services
 - 7.1.3. The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident
 - 7.1.4. A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of Processing
 - 7.1.5. Any amendments to the measures and stipulations detailed in this Agreement shall be provided by the Client in writing.

8. PERSONNEL

- 8.1. CMP shall take all reasonable steps to ensure the suitability and reliability of any personnel engaged in the Processing of the Personal Data, ensuring all personnel have received relevant training in data protection and the handling of Personal Data
- 8.2. CMP shall ensure that personnel process the Personal Data in compliance with all applicable law and only for the purpose of delivering the services to the Client
- 8.3. CMP shall ensure that only those Personnel who assist in carrying out its obligations under this Agreement shall have access to the Personal Data

9. SUB-PROCESSORS

- 9.1. CMP shall only appoint those Sub-Processors detailed below for the purposes of administration, communications, storage, backup and transfer of data:
- 9.1.1. Microsoft Azure Cloud Services, including: Microsoft SharePoint; Microsoft 365 web apps; Outlook; Teams
 - 9.1.2. ClickUp
 - 9.1.3. Genmar Ltd (IT Managed Service Provider)
- 9.2. In the instance that the Client requires CMP to appoint a specified Sub-Processor the Client shall provide this instruction in writing and the Client shall be responsible for ensuring the Sub-Processor is suitable from an information security standpoint
- 9.3. CMP shall give the Client prior written notice of the appointment of any new Sub-Processor, including the name of the Sub-Processor it seeks to appoint and the processing activity to be undertaken by the Sub-Processor
- 9.4. If within 30 calendar days of receipt of notice under the preceding clause, the Client (acting reasonably and in good faith) notifies CMP in writing of any objections to the proposed appointment:
- 9.4.1. The parties shall work in good faith to make available a commercially reasonable change in the provision of the services which avoids the use of the proposed Sub-Processor without unreasonably burdening CMP or the Client
 - 9.4.2. Where such a change cannot be made within 30 calendar days the Client may serve written notice on CMP to terminate the services if those services would be affected by the appointment
- 9.5. Any Sub-Processors appointed by CMP shall be done so in accordance with the subsequent provisions:
- 9.5.1. CMP shall carry out appropriate due diligence to ensure that the Sub-Processor is capable of providing the appropriate level of information security
 - 9.5.2. CMP shall enter into a written agreement with any Sub-Processor incorporating terms which are substantially similar (and no less



onerous) than those set out in these Terms & Conditions, and which meet the requirements of Article 28(3) of UK GDPR

10. DATA TRANSFER METHODS

10.1. CMP shall ensure Personal Data is transferred by approved methods that provide appropriate security of the data. These shall include:

10.1.1. SharePoint Link assigned to "Specific Persons"

10.1.2. Email, encrypted in transit, for communications which may contain limited Personal Data, or where the Personal Data has been received in that format from the Client

10.2. Where the Client wishes CMP to use other methods for the transfer of Personal Data this should be provided in writing by the Client

11. DATA SUBJECTS

11.1. CMP shall assist the Controller in fulfilling and responding to requests for exercising Data Subject's rights under the Data protection Law

11.2. The Supplier shall:

11.2.1. Notify the Client within two (2) working days if it (or any of its Sub-Processors) receives a Subject Access Request, complaint, notice or communication from a Data subject

11.2.2. Notify the Client within two (2) working days if it (or any of its Sub-Processors) receives a complaint, notice or communication from a supervisory or government body which relates directly or indirectly to the Processing of the Personal Data

11.2.3. Fully cooperate with and assist the Client in relation to any requests made by a Data Subject, under the Data Protection Law in respect of Personal Data Processed by CMP under the terms of this Agreement

11.2.4. Require ten (10) working days to respond to a request from the Client to support in the processing of a Subject Access Request



12. DATA BREACHES

12.1. Should CMP have a data breach where the Client's data has been part of the data breach the Supplier shall:

12.1.1. Notify the Client within one (1) working day of discovering the data breach and provide necessary details of events, actions and remediations, where appropriate

12.1.2. Provide the Client with such assistance as the Client may reasonably request, cooperate with the Client in taking steps to mitigate the Data Breach and help in preventing it from happening again

13. RETURN AND DELETION OF PERSONAL DATA

13.1. CMP shall provide copies of Personal Data processed on behalf of the Client by secure means, as listed under "10.1 Data Transfer Methods"

13.2. CMP shall retain Personal Data processed as part of their services to the Client for 3 years following termination, in line with their Retention Policy, and to the extent required by any applicable law to which CMP is subject

14. AUDITS

14.1. The Client (or any other auditor mandated by the Client) shall give CMP no less than five (5) working days' notice of any audit or inspection, and shall make all reasonable endeavours to avoid causing any damage, injury or disruption to CMP's, or its Sub-Processor's, premises, equipment, personnel and business in the course of the audit or inspection

14.2. Such audit rights may be exercised only once in any calendar year during the term of the Agreement and for a period of three (3) years following termination of CMP's services to the Client