

Dear Travel Partner,

As you will be aware, the deadline for compliance with the General Data Protection Regulations ((EU) 2016/679) ("GDPR") is 25 May 2018, under which there is a requirement that both you and we (as data controllers) need to establish certain obligations to apply in the event of personal data being processed.

In the absence of any other written agreement of the parties to the contrary, this document outlines the basis on which we, as data controller expect you as a similar data controller, shall process any personal data on your behalf.

The terms of the agreement will become an implied term of the existing agreements that are in place unless we receive notification of a refusal to accept the terms before midnight on 25<sup>th</sup> May 2018 (UK). Any notifications should be directed to: [gdp@ifonly.net](mailto:gdp@ifonly.net)

## 1. DATA PROTECTION

1.1 In this clause the following definitions apply:

- (a) **Agreed Purposes:** means the agreed purposes to enable the parties to fulfil their respective obligations under the terms of this Agreement and all connected activities relating to the same as set out in Schedule 1;
- (b) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** have the same meaning as set out in the Data Protection Legislation in force at the time;
- (c) **Data Protection Legislation:** (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law;
- (d) **Permitted Recipients:** means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement (including suppliers of travel arrangements);
- (e) **Shared Personal Data:** means the personal data to be shared between the parties under clause 1.2 of this agreement to enable the parties to fulfil their obligations under the terms of this Agreement.

1.2 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

1.3 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation and, not by any act or omission, put the other party in breach of them in connection with this Agreement. Any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of

written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

**1.4 Particular obligations relating to data sharing.** Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information of the nature of such processing to any data subject whose personal data may be processed under this agreement. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes and shall not retain or process the Shared Personal Data for longer than is necessary to carry out the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
  - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
  - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

**1.5 Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly (and at the latest within 7 days of receipt) inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;

- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation, and provide assistance in relation to managing/dealing with the breach;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the other party or the other party's designated auditor;
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach and the regular review of the parties' compliance with the Data Protection Legislation.

1.6 **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

## SCHEDULE 1

### PROCESSING, PERSONAL DATA AND DATA SUBJECTS

#### 1. PROCESSING BY THE DATA RECIPIENT

**1.1 SCOPE** For the administration and performance of the holiday/travel arrangements to be provided to the customer. Explicitly there shall be no marketing undertaken to the customer directly. The list of data in this schedule is indicative and not an exhaustive list of data shared.

**1.2 NATURE** Personal data (e.g. names, date of birth, address) and special category personal data (e.g. convictions/health/dietary information) may be transmitted and stored on paper or electronic records.

**1.3 PURPOSE OF PROCESSING** For the administration and performance of the holiday/travel arrangements to be provided to the customer. Customer data shall not be retained for the processor to approach the customer directly with marketing.

**1.4 DURATION OF THE PROCESSING** The duration of processing of data shall be no longer than is required for the purpose of providing the services save for any legal obligations.

#### 2. TYPES OF PERSONAL DATA Customer name, contact details

**3. CATEGORIES OF DATA SUBJECT** Customers, traveller's Personal data (e.g. names, date of birth, address) and special category personal data (e.g. convictions/health/dietary information), Employee/Colleague personal data including but not limited to names, email, date of birth for various purposes such as providing training and for fam trips.

SIGNED.....

NAME.....

POSITION.....

COMPANY .....

DATE.....