QUALSAFE AWARDS

Data Management Contract

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This agreement (the "**Agreement**") made by the Parties

1. Qualsafe Awards (a trading name of Qualsafe Limited). of 3 Wapping Road, Bradford, BD3 0ED (the "**Awarding Organisation**");

and

2.

Centre/Organisation Name (the "**Centre**")	
Registered address	
Postcode	
Registered Company Number (if applicable)	

referred to together as the "**Parties**".

Background

(1) The following agreement between the Parties reflects the arrangements that they have agreed to in acting as **Joint Data Controllers** for the purposes of sharing **Personal Data** relating to:

- Learners undertaking the Awarding Organisation's qualifications
- Trainers/Assessors/Internal Quality Assurers applying to be approved or who have been approved to deliver the Awarding Organisation's qualifications
- Approved Centre Director(s)/Partners/Sole Trader(s) and/or staff whose details have been incorporated in the initial Centre Approval Application submitted to the Awarding Organisation or whose details may be provided by the Approved Centre and shared by the Parties at a later date
- Subcontractors used by the Approved Centre for the purposes of delivering or managing aspects of qualification delivery for the Awarding Organisation

and explains the purposes for capturing the data and how the data may be used.

(2) As such, the Parties agree to capture, process and retain all Shared Personal Data shared as per the terms set out in this Agreement in line with all applicable data protection legislation.

1. INTERPRETATION

1.1 Definitions:
Agreed Purposes: shall mean those purposes set out in clause 2.3 of this Agreement.
Data Discloser: the Party transferring the Personal Data to the Parties.
Data Protection Authority: the relevant data protection authority in the territories where the Parties to this Agreement are established. In the UK this is the Information Commissioner's Office (ICO).
Data Security Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.
DPA: the Data Protection Act 1998 (DPA), the Data Protection Directive (*95/46/EC*), from May 25th 2018 - the General Data Protection Regulation (2016/679) (GDPR), the Electronic Communications Data Protection Directive (*2002/58/EC*), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2426/2003*) (as amended and/or any subsequent version) and all applicable laws and regulations relating to the processing of the Personal Data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioners Office or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction.
Learners: shall mean Learners registered at the Approved Centre for the purposes of undertaking the Awarding Organisation's qualifications.

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Qualification Regulators: refers to those organisations responsible for regulating qualifications in England, Wales and Northern Ireland i.e. Ofqual, Qualifications Wales and the Council for the Curriculum, Examinations and Assessment (CCEA).
Shared Personal Data: means the Personal Data and Sensitive Personal Data/Special Category Data to be shared between the Parties under *clause 5* of this Agreement.
Subject Access Request: has the same meaning as "Right of access to personal data" and refers to formal Access requests received from any individual from whom the Parties have appropriate legal basis to capture, process and retain their data.
Data Controller, **Data Subject** and **Personal Data**, **Sensitive Personal Data**, **Special Category Data**, **Processing** and **Appropriate Technical and Organisational Measures** shall have the meanings given to them in the DPA and the GDPR.

2. PURPOSE

2.1 This Agreement sets out the framework for the sharing of Personal Data between the Parties as Joint Data Controllers and defines the principles and processes that the Parties shall adhere to, the roles the Parties will undertake and the responsibilities of the Parties to each other.

2.2 This agreement sets out the processes through which the Parties will obtain Shared Personal Data and define roles and responsibilities in terms of capturing, transferring, processing and retaining such data in line with all applicable data protection legislation.

2.3 The sharing of Personal Data is necessary to support the following Agreed Purposes of both Parties in order to facilitate:

1. the efficient, effective and secure transfer of Personal Data between the Parties
2. the registration of Learners, who are undertaking qualifications offered by the Awarding Organisation, by the Approved Centre
3. the assessment of Learners, including the assessment of evidence provided when claiming Recognition of Prior Learning (RPL), who are undertaking qualifications offered by the Awarding Organisation, by the Approved Centre
4. the award of qualifications to, and the certification of, Learners by the Awarding Organisation
5. the planning, undertaking and management of quality assurance activity by both Parties
6. communications between the Parties regarding Approved Centre account management
7. marketing activity which may be carried out by the Parties
8. the management of complaints, appeals and whistleblowing reports received
9. the production of statistical information used for the purposes of ongoing review and continuous business improvement by the Parties
10. any investigations into malpractice or maladministration and/or audit activity that may be undertaken by either of the Parties and/or the Qualification Regulators
11. the compliance of any statutory or legal obligations to which the Parties are subject, inclusive of the responsibility to maintain the security, integrity and confidentiality of Personal Data in line with the DPA and GDPR
12. ensuring that the Parties are subject to a duty of confidence

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2.4 The Parties agree that this Agreement formalises a lawful transfer of Personal Data between the Parties and presents no new or additional privacy concerns. A risk assessment has been conducted in respect of the Personal Data to be shared and the necessity of the sharing; this Agreement serves to address any residual privacy or information risks and document the actions taken to identify, address and mitigate those risks wherever possible.

2.5 The Parties shall not process Shared Personal Data in a way that is incompatible with the Agreed Purposes.

2.6 The Approved Centre has provided company data, the Personal Data of Directors, Partners, staff members and Trainers/Assessors/Internal Quality Assurers to the Awarding Organisation through the process of submitting an application to become an Approved Centre and/or any subsequently submitted information. This agreement ensures that the Awarding Organisation will abide by the requirement to process and retain all Personal Data provided by the Approved Centre through the approval process and any revised information subsequently provided in line with all applicable data protection legislation.

2.7 The Awarding Organisation undertakes to make available to Approved Centres and Learners a range of regulated qualifications. In managing and maintaining these qualifications, the Parties are required to undertake a range of internal and external quality assurance activity to ensure these regulated qualifications are delivered to the highest possible standard and that all applicable regulatory requirements are being met. This agreement ensures that, in line with those regulatory responsibilities, the Parties are compliant with all applicable data protection legislation.

2.8 The Approved Centre is required to register Learners undertaking qualifications offered by the Awarding Organisation and manage and transfer Personal Data obtained through the registration process to the Awarding Organisation for the purposes of course administration, awarding qualifications and certificating Learners. This agreement ensures that the Awarding Organisation will abide by the requirement to capture, process and retain all Personal Data obtained through the Learner registration process (or any subsequently revised process) and transferred from the Approved Centre in line with all applicable data protection legislation.

2.9 The Parties may receive Personal Data through the submission by individuals of:

- complaints about services pertaining to the delivery or assessment of qualifications offered by the Awarding Organisation
- appeals against decisions made (by either of the Parties)
- whistleblowing reports
- enquiries
- requests for reasonable adjustments or special considerations
- conflict of interest declarations

This agreement ensures that the Parties abide by the requirement to capture, process and retain all Personal Data obtained through these mechanisms in line with all applicable data protection legislation.

2.10 The Approved Centre is required to inform the Awarding Organisation of the details of any subcontracting arrangements they may have with third parties carrying out any aspect of qualification delivery. The Personal Data of any third party will be shared between the Parties in the event of the existence of such subcontracting arrangements. This agreement ensures that all Personal Data obtained from third party subcontractors is shared, captured, processed and retained in line with all applicable data protection legislation.

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3. ROLES AND RESPONSIBILITIES

3.1 The Parties agree to undertake, as a minimum, the roles and responsibilities outlined for the purposes of sharing and transferring Personal Data:

The **Approved Centre** shall

1. Register Learners for qualifications offered by the Awarding Organisation in line with the processes specified and guidance provided by the Awarding Organisation
2. Manage Recognition of Prior Learning (RPL) claims from Learners registering for qualifications offered by the Awarding Organisation
3. Record and transfer Personal Data obtained when managing and recording Conflicts of Interest, Reasonable Adjustments and Special Considerations
4. Train and assess Learners in line with the requirements outlined in the Awarding Organisation's Qualification Specifications and all other relevant guidance provided by the Awarding Organisation
5. Submit course and assessment paperwork to the Awarding Organisation in line with the processes specified and guidance provided by the Awarding Organisation
6. Carry out internal quality assurance activity, including Trainer Observations, and submit all associated data required in line with the processes specified and the guidance provided by the Awarding Organisation
7. Create risk rating profiles for Trainers/Assessors/IQAs for the purposes of monitoring performance and managing qualification delivery and internal quality assurance activity
8. Ensure Learner certificates received from the Awarding Organisation are securely distributed to Learners
9. Use Personal Data to manage and deal with appeals from Learners against decisions made by the Centre
10. Use Personal Data to manage and deal with complaints received from individuals
11. Use Personal Data to manage and deal with any whistleblowing reports received
12. Provide all Personal Data requested by the Awarding Organisation in support of any external quality assurance or malpractice/maladministration investigation activities
13. Make Learners and Trainers/Assessors/IQAs aware of the manner in which their Personal Data may be used, inclusive of any marketing activity through which they may be targeted and that their data may be shared with the Qualification Regulators
14. Respond to all Subject Access requests received directly from individuals for whom personal data is shared between the Parties
15. Keep records of its data processing activities as required by the Awarding Organisation and in accordance with Article 30.2 of the GDPR

The **Awarding Organisation** shall

1. Manage Recognition of Prior Learning (RPL) claims from Learners registering for qualifications offered by the Awarding Organisation and award qualifications and certificate Learners when appropriate
2. Use Learner assessment data transferred from the Approved Centre to create a record of qualifications awarded and certificates issued to Learners
3. Use Personal Data obtained from Approved Centres for the purposes of managing and recording Conflicts of Interest, Reasonable Adjustments and Special Considerations

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4. Issue qualification certificates to the Approved Centre or the Learners (as requested)
5. Use Trainer/Assessor/IQA and Learner data transferred from the Approved Centre to carry out external quality assurance activity, inclusive of course administration audits and the planning, preparing and carrying out external quality assurance visits
6. Create a Risk Rating profile for Trainer/Assessors/IQAs for the purposes of monitoring performance and managing qualification delivery and external quality assurance activity
7. Use Personal Data to manage and deal with appeals from Learners against assessment decisions made
8. Use Personal Data to manage and deal with complaints received from individuals
9. Use Personal Data to manage and deal with any whistleblowing reports received
10. Use Personal Data to manage and deal with any enquiries received
11. Use Approved Centre Staff, Trainer/Assessor/IQA and Learner Personal Data transferred from the Approved Centre to support any malpractice or maladministration investigation activities
12. Make Learners and Trainers/Assessors/IQAs aware of the manner in which their Personal Data may be used, inclusive of any marketing activity through which they may be targeted and that their data may be shared with the Qualification Regulators
13. Respond to all Subject Access requests received directly from individuals for whom personal data is shared between the Parties
14. Keep records of its data processing activities in accordance with Article 30.2 of the GDPR

4. COMPLIANCE WITH NATIONAL DATA PROTECTION LAWS

4.1 The Parties must ensure compliance with applicable data protection laws at all times, inclusive of the GDPR and Data Protection Act.

4.2 Each Party has a valid registration with its national Data Protection Authority (if required) which, by the time that the data sharing is expected to commence, covers the intended data sharing pursuant to this Agreement.

5. SHARED PERSONAL DATA

5.1 In order to fulfil the Agreed Purposes as listed in clause 2.3 of this Agreement, the following types of Personal Data may be shared between the Parties:

Company Director/Partner/General Partner/Limited Partner/Sole Trader Data
Name (including First Name, Middle Name(s), Surname, Previous Name (if applicable) and Maiden Name (if applicable)); Address; Telephone Number; Email Address; Centre Name (Trading Name); Registered Company Number; Registered Company Name; Due Diligence Checks (Directorial/Partner History, Disclosure and Barring Service, Copy of Passport, Copy of Utility Bill); Centre/Sole Trader Bank Account Name; Centre/Sole Trader Bank Account Number; Centre/Sole Trader Bank Name; Centre/Sole Trader Bank Sort Code; Centre/Sole Trader Bank Address; Centre/Sole Trader Bank Postcode; Insurance Certificates; Trade References;

Approved Centre Staff Data
Name (including First Name, Middle Name(s) and Surname); Job Title; Email Address; Landline Telephone Number; Mobile Telephone Number; Employed Status (Full Time or Part Time); Alternative Roles; Signature (Responsible Person);

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Learner Data
Name (including First Name, Middle Name(s) and Surname); Date of Birth; Gender; Telephone Number; Personal Email Address; Learner Address; Learner Signature; Employer; Unique Learner Number (ULN); Centre Name; Centre Number; Course Location (Venue); Course Start Date; Course Finish Date; Course Time; Course Duration; Answer Paper Number(s); Qualification Title; Qualification Number; Learner Placement Data, Data Pertaining to Learner Performance, including Assessment Paperwork, Assessment Results, Learner Workbooks, Achievement Date; Certification Date; Learner Certificate; Records of Achievement.

Trainer/Assessor/IQA Data

Title; Name (including First Name, Middle Name(s) and Surname); Previous Surname/Maiden Name; Email Address; Telephone Number (landline); Telephone Number (mobile); Employed Status; Qualification Title(s); Institution/Training Organisation(s); Awarding Organisation; Award Date; Expiry Date (if applicable); Qualification Title(s) (approval granted); Curriculum Vitae; Experience Evidence; Further information (provided in support of any application for approval); Trainer/Assessor/IQA Signature; Risk Rating (Approved Centre Generated); Risk Rating (Awarding Organisation Generated); Internal Quality Assurance Documentation (contributing to the Trainer/Assessor/IQA profile); Due Diligence Checks (Disclosure and Barring Service)

5.2 In order to fulfil the Agreed Purposes, as listed in clause 2.3 of this Agreement, the Shared Personal Data may be used in the production of the following, which may be shared between the Parties: statistical information, reports (including external quality assurance and investigation reports), investigation summaries, documentation used for the purposes of assessing Learners, carrying out administration audits, projects or initiatives which may include data that, particularly in the case of very small datasets, could reveal Personal Data (as listed in clause 5.1) and Sensitive Personal Data/Special Category Data relating to ethnicity, disability and/ or physical and mental health status.

5.3 In order to fulfil the Agreed Purposes, as listed in clause 2.3 of this Agreement, the following types of Personal Data and Sensitive Personal Data/Special Category Data may be shared between the Parties during the Term: Personal Data (as listed in Clause 5.1), data relating to alleged or actual criminal offences, breaches of codes of conduct or rules and regulations and Sensitive Personal Data/Special Category Data relating to physical and mental health status.

5.4 In respect of clause 5.2, the Parties will, as far as is reasonably practical, anonymise or pseudo-anonymise all Personal Data contained in statistics, reports and summaries to minimise the amount of Personal Data shared. Clause 5.2 of this Agreement exists to ensure that, where residual risk remains of Data Subjects being identifiable from the data shared, such risks are handled in the strictest confidence and in compliance with the DPA, GDPR and the terms of this Agreement.

6. FAIR AND LAWFUL PROCESSING

6.1 Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with *clause 6.2* during the Term of this Agreement.

6.2 For the purposes of the Agreed Purposes as listed in clause 2.3 of this Agreement, each Party shall ensure that it Processes Shared Personal Data on the basis of one of the following legal grounds:

(a) processing is necessary for the purposes of the legitimate interests pursued by the Parties except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the Data Subject

or

(b) processing is necessary to fulfil a legal obligation undertaken by a Party or the Parties

6.3 In order to fulfil the Agreed Purposes as listed in clause 2.3 of this Agreement, each Party shall ensure that it Processes Shared Personal Data on the basis of one of the legal grounds listed in clause 6.2. Where Sensitive Personal Data or Special Category Data is shared this will be on the following additional grounds:

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(a) the processing of Sensitive Personal Data is necessary for the purpose of identifying or keeping under review the existence or absence of equality of opportunity or treatment between persons—

(i) holding different beliefs, or (ii) of different states of physical or mental health or different physical or mental conditions, with a view to enabling such equality to be promoted or maintained, providing:

- the data use does not support measures or decisions with respect to any particular data subject otherwise than with the explicit consent of that data subject; and

- does not cause, nor is likely to cause, substantial damage or substantial distress to the data subject or any other person.

(b) processing of Special Category Data is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject

6.4 In order to fulfil the Agreed Purposes, as listed in clause 2.3 of this Agreement, Personal Data (as listed in clause 5.1) and Sensitive Personal Data/Special Category Data (as listed in clause 5.2) may be shared in addition to Personal Data relating to alleged or actual criminal offences, breaches of codes of conduct or rules and regulations, only where one of the following lawful grounds apply:

a) the processing is necessary for the exercise of any functions conferred on any person by, or under, an enactment

or

b) the processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.

6.5 Both Parties shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of their Personal Data the Parties are sharing, the circumstances in which it will be shared, the purposes for the data sharing and either the identity with whom the data is shared or a description of the type of organisation that will receive the Personal Data.

6.6 Both Parties undertake to inform Data Subjects of the purposes for which it will process their Personal Data and provide all of the information that it must provide in accordance with its own applicable laws, to ensure that the Data Subjects understand how each Party individually will process their Personal Data in acting as Joint Data Controller.

6.7 Neither Party will employ another Data Processor without prior specific authorisation to do so by the other Party and the consent of the Data Discloser

6.8 If another Data Processor is employed under authorisation, the Parties will ensure that the Data Processor informs them of any changes made to the data and allow the opportunity for such changes to be objected to by the Parties.

6.9 If any authorised Data Processor employs another Data Processor, then it must impose the contract terms that are required by Article 28.3 of the GDPR on that Sub-Processor and the Data Processor will be liable to the Parties for the compliance of the Sub-Processor.

6.10 Any authorised Data Processor must inform the Parties of any Personal Data breach without undue delay

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6.11 Any authorised Data Processor will be made aware by the Parties that

(a) it may be subject to investigative and corrective powers of supervisory authorities (such as the ICO) under Article 58 of the GDPR

(b) if it fails to meet its obligations, it may be subject to an administrative fine under Article 83 of the GDPR

(c) if it fails to meet its GDPR obligations it may be subject to a penalty under Article 84 of the GDPR

(d) if it fails to meet its GDPR obligations it may have to pay compensation under Article 82 of the GDPR

7. DATA QUALITY

7.1 The Parties shall ensure that Shared Personal Data is accurate.

7.2 Where either Party becomes aware of inaccuracies in Shared Personal Data, they will notify the other Party.

7.3 Shared Personal Data shall be limited to the Personal Data described in clause 5.1 and clause 5.2 and 5.3 of this Agreement.

8. DATA SUBJECTS' RIGHTS

8.1 Data Subjects have the right to obtain certain information about the processing of their Personal Data through a Subject Access Request and also have a range of further access rights in line with GDPR.

8.2 The Parties shall maintain a record of formal Subject Access Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

8.3 The Parties agree that the responsibility for complying with a Subject Access Request falls to the Party receiving the Subject Access Request in respect of the Personal Data held by that Party.

8.4 The Parties agree to provide reasonable and prompt assistance (within 5 Business Days of such a request for assistance) as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

9. DATA RETENTION AND DELETION

9.1 The Parties shall retain and/or process Shared Personal Data for at least the period required to carry out the Agreed Purposes.

9.2 Notwithstanding *clause 9.1*, the Parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and/or industry.

10. TRANSFERS

10.1 For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the Parties with a third party, and shall include, but is not limited to, the following:

(a) sharing of the Shared Personal Data with any other third party

(b) publication of the Shared Personal Data via any medium, including, but not limited to; social media, websites, publically available communications.

(c) storing Shared Personal Data on servers outside the EEA.

(d) subcontracting the processing of Shared Personal Data to data processors located outside the EEA.

(e) granting third parties located outside the EEA access rights to the Shared Personal Data.

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10.2 The Parties shall not share the Shared Personal Data with a third party without the express written permission of the Data Discloser, except in the circumstances where the request for such data is submitted from the Qualification Regulators in the UK, HMRC or the ruling authorities of the country in which the Approved Centre operates.

10.3 Where express written permission has been granted further to clause 10.2, the Parties shall not disclose or transfer Shared Personal Data outside the EEA without ensuring that adequate and equivalent protections will be afforded to the Shared Personal Data.

10.4 Clause 10.2 will not apply to any data transfers carried out by the Data Discloser in respect of Shared Personal Data.

10.5 The Parties agree to implement appropriate technical and organisational measures to ensure all required data transfers are carried out securely.

11. SECURITY AND TRAINING

11.1 The Parties agree to implement appropriate technical and organisational measures to ensure the security of data processing and protect the Shared Personal Data in their possession against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:

- Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;
- Not leaving portable equipment containing the Personal Data unattended;
- Ensuring that staff use appropriate secure passwords for logging into systems or databases containing the Personal Data;
- Ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;
- In particular ensure that any Sensitive Personal Data is stored and transferred securely;
- Limiting access to relevant databases and systems to those of its officers, staff agents and sub-contractors who need to have access to the Personal Data, and ensuring that passwords are changed and updated regularly to prevent inappropriate access when individuals are no longer engaged or employed by the Party;
- Conducting regular threat assessment or penetration testing on systems;
- Ensuring all staff handling Personal Data have been made aware of their responsibilities with regards to handling of Personal Data;
- Allowing for inspections and assessments to be undertaken by the other Party in respect of the security measures taken, or producing evidence of those measures if requested
- Conduct Data Privacy Impact Assessments (DPIAs) to ensure that appropriate security measures are in place with respect to the categories of Personal Data held

12. DATA SECURITY BREACHES AND REPORTING PROCEDURES

12.1 The Parties are under a strict obligation to notify any potential or actual losses of the Shared Personal Data to the other Party as soon as possible and, in any event, within 1 Business Day of identification of any potential or actual loss to enable the Parties to consider what action is required in order to resolve the issue in accordance with the applicable national data protection laws and guidance.

12.2 *Clause 12.1* also applies to any breaches of security which may compromise the security of the Shared Personal Data.

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12.3 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.

12.4 Both Parties agree to inform the other in the event that they are asked to do something infringing the GDPR or other data protection law of the EU or a member state or infringing the law applicable in a country where the Approved Centre is based.

13. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE DATA PROTECTION AUTHORITY

13.1 In the event of a dispute or claim brought by a Data Subject or the Data Protection Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

13.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

13.3 In respect of breaches relating to this Agreement, each Party shall abide by a decision of a competent court of the Data Discloser's country of establishment or of any binding decision of the relevant Data Protection Authority.

14. WARRANTIES

14.1 Each Party warrants and undertakes that it will:

(a) Process the Shared Personal Data in compliance with all applicable laws, regulations, orders, standards and other similar instruments that apply to its Personal Data processing operations.

(b) Make available upon request to the Data Subjects who are third party beneficiaries a copy of this Agreement.

(c) Respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Data Protection Authority in relation to the Shared Personal Data.

(d) Respond to Subject Access Requests in accordance with the terms of this Agreement and in accordance with the DPA and GDPR.

(e) Where applicable, maintain registration with all relevant Data Protection Authorities to process all Shared Personal Data for the Agreed Purposes.

(f) Take all appropriate steps to ensure compliance with the security measures set out in *clause 11* above.

14.2 The Data Discloser warrants and undertakes that it will ensure that the Shared Personal Data are accurate.

14.3 The Parties warrant and undertakes that they will not disclose or transfer Shared Personal Data to third parties either within or outside the European Economic Area (EEA) unless it complies with the obligations set out in clauses 10.2 and 10.3 above.

15. INDEMNITY

15.1 The Parties shall indemnify each other and shall keep other indemnified against all liabilities, losses, damages, costs or expenses (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 Parties arising out of, or in connection with, any claim made against it in relation to any data breach under the obligations under this Agreement.

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16. LIMITATION OF LIABILITY

16.1 Neither Party excludes or limits liability to the other Party for

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury caused by negligence;

(c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (or any subsequent amendment); or

(d) any matter for which it would be unlawful for the Parties to exclude liability.

16.2 Subject to Clause 16.1 neither Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise;

(a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

(b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);

or

(c) any loss or liability (whether direct or indirect) under or in relation to any other contract.

17. TERM AND TERMINATION

17.1 This Agreement shall commence on **25 May 2018** and shall continue in force while any Shared Personal Data is held by the Parties and both parties remain in business operation.

17.2 The obligations of the Parties to the Data Discloser will remain

17.3 Any such renewal shall be agreed by both Parties and the Parties shall seek to agree any such renewal as and when deemed appropriate.

18. POINT OF CONTACT

18.1 Both Parties shall name a point of contact within their organisation who can be contacted with respect to queries or complaints around DPA or GDPR compliance and/or Subject Access Requests. For the Awarding Organisation, this person will be the nominated Data Protection Officer (DPO) and the Approved Centre will also nominate a DPO (if deemed necessary under GDPR requirements) or an appropriate person and inform the Awarding Organisation who this is and how they can be contacted.

Signed for and on behalf of (Party 2) by:
Signature:
Name:
Role:
Date:

Signed for and on behalf of Qualsafe Awards by:

Anita Goodfellow
Chief Executive

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