

Data Protection Addendum to Terms and Conditions

1. DATA PROTECTION

- 1.1 The terms defined in clause 1 (Definitions) of the Marie Curie Standard Terms & Conditions shall apply in this Addendum.
- 1.2 In this Addendum, "**Sub-Processor**" shall refer to any sub-contractor or other entity that the Supplier engages to provide processing activities which shall only be permitted in accordance with the provisions set out in clause 1.5 (k), (l) and (m) below.
- 1.3 The parties acknowledge that, in relation to any personal data processed by the Supplier or any Sub-Processor under the Contract (the "**Processed Data**"), Marie Curie shall be the controller and the Supplier and/or any Sub-Processor (as applicable) shall be a processor.
- 1.4 Details of the Processed Data (including but not limited to the nature and purpose of the processing, the types of Processed Data and the categories of data subject to whom the Processed Data relate) shall be contained in any applicable Specification.
- 1.5 The Supplier shall, and shall ensure that each of its Sub-Processors will:
- (a) only process the Processed Data in accordance with documented instructions from Marie Curie, which shall include processing for the purposes of the Contract;
 - (b) not transfer any of the Processed Data outside the UK, without agreement in writing from Marie Curie; and in any event that the processing, of the Processed Data has been and will continue to be carried out in accordance with the relevant provisions of the Applicable Privacy Laws specifically related to the UK;
 - (c) immediately inform Marie Curie if, in the Supplier's opinion, any instruction given by Marie Curie to the Supplier infringes Applicable Privacy Laws;
 - (d) not modify, amend or alter the contents of the Processed Data or disclose or permit the disclosure of the Processed Data to any third party (including the relevant data subject), except as reasonably necessary to the performance of its obligations under the Contract, without the prior written permission of Marie Curie;
 - (e) implement and maintain appropriate technical and organisational measures to ensure an appropriate level of security, including, as appropriate: (i) pseudonymisation and encryption; (ii) assurance of confidentiality, integrity, availability and resilience of processing systems and services; (iii) ability to restore availability and access to Processed Data in a timely manner in the event of a physical or technical incident; and (iv) process for regularly testing, assessing and evaluating the effectiveness of these measures;
 - (f) grant access to the Processed Data to its employees and contract workers only to the extent that they need to know or access the Processed Data in order to perform their duties under the Contract and ensure that they are under an appropriate obligation of confidentiality;
 - (g) take reasonable steps to ensure: (i) the reliability of its employees and contract workers who have access to the Processed Data; and (ii) their understanding of, and commitment to, the Supplier's data protection obligations in general and specifically under the Contract;
 - (h) assist and cooperate with Marie Curie to respond to any complaint or request made in respect of any Processed Data, including (but not limited to) notifying Marie Curie immediately if the Supplier receives any such response or complaint or is otherwise approached directly by a data subject or supervisory authority in connection with the Processed Data;
 - (i) assist Marie Curie in ensuring compliance with its security, data breach notification, impact assessment and consultation obligations under Applicable Privacy Laws, including immediately notifying Marie Curie of any actual, suspected or threatened personal data breach of Applicable Privacy Laws or affecting the Processed Data; and then:
 - i. taking all reasonable steps to investigate and correct the cause of the personal data breach so that it does not recur, and similar personal data breaches do not occur;
 - ii. taking such steps as Marie Curie reasonably requests to assist Marie Curie in mitigating the effects of the personal data breach; and
 - iii. regularly reporting on the above to Marie Curie, in reasonable detail;
 - (j) designate a member of its staff as the person responsible to maintain oversight of, and act as Marie Curie's primary Supplier contact person regarding data protection compliance hereunder ("**Data Protection Focal Point**");
 - (k) not engage a Sub-Processor on behalf of Marie Curie, unless the Supplier: (i) has first satisfied itself through appropriate due diligence that the Sub-Processor will be able to fulfil its data security and privacy obligations; (ii) obtains prior specific written consent from Marie Curie; and (iii) imposes in a written contract data protection obligations which are the same in all material respects as those set out in these terms and conditions on any Sub-Processor;
 - (l) provide to Marie Curie, promptly on request, a copy of each contract with a Sub-Processor (the Supplier may redact any commercial provisions not relevant to compliance);
 - (m) remain fully liable to Marie Curie for the performance of each Sub-Processor's obligations;
 - (n) make available to Marie Curie all information reasonably requested by Marie Curie, including, permitting Marie Curie or its external advisers to meet with the Supplier's Data Protection Focal Point and other appropriate personnel, and, subject to clause 1.6 below, assist with audits and inspections to demonstrate the Supplier's compliance with its obligations;

- (o) on Marie Curie's request, adhere to any applicable code of conduct or certification method approved under the GDPR; and
- (p) at no additional cost to Marie Curie, take such technical and organisational measures as may be appropriate, and promptly provide such information to Marie Curie as Marie Curie may reasonably require, to enable Marie Curie to comply with the rights of Data Subjects under the Applicable Privacy Laws, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
- (q) take any further action and execute any further documents as may, in Marie Curie's reasonable opinion, be required to comply with Applicable Privacy Laws.

Audit

- 1.6 Marie Curie shall give the Supplier reasonable notice of any audit or inspection to be conducted under clause 1.5.(n) above and shall make reasonable endeavours to avoid causing or minimising any disruption to the Supplier's or its Sub-Processor's premises, equipment, personnel and business.
- 1.7 Any such audit shall only take place during normal business hours (unless the audit is necessary on an emergency basis and Marie Curie has provided notice to the Supplier) and shall only take place once per calendar year, unless Marie Curie (a) reasonably considers this necessary because of genuine concerns as to the Supplier's compliance with these terms and conditions; or (b) is required or requested to carry out by Applicable Privacy Law or a supervisory authority.

Return on exit

- 1.8 Upon cessation of the provision of any services under the Contract, the Supplier shall, and shall ensure that any Sub-Processor will: (i) cease immediately to process any of the Processed Data which are not required for the continued provision of any remaining services; (ii) promptly return all such Processed Data to Marie Curie in a format reasonably requested by Marie Curie; and (iii) thereafter destroy all copies of such Processed Data and certify their destruction in writing to Marie Curie, unless (and then only to the extent that) a law of the Region (or any of its member states) requires continued storage of such Processed Data by the Supplier or the relevant Sub-Processor.

Indemnification

- 1.9 The Supplier agrees to indemnify, keep indemnified and defend at its own expense Marie Curie against all costs, claims, damages or expenses incurred by Marie Curie or for which Marie Curie may become liable due to any failure by the Supplier or its Sub-Processors, employees, subcontractors or agents to comply with any of its obligations under this Data Protection Addendum and/or the Applicable Privacy Laws.
- 1.10 Any limitation of liability set forth in the Contract will not apply to this Data Protection Addendum's indemnity or reimbursement obligations.