

# Centre for Assessment Ltd

## 1. DATA PROTECTION

1.1 Each Party agrees to comply with its obligations as set out in Schedules 1A and 1B of this Agreement.

### Schedule 1A

#### 1. Definitions

In this Schedule the following definitions shall apply:

<b>"Applicable Law"</b>	means the law of the United Kingdom;
<b>"Controller", "Processor", and "Data Subject"</b>	shall have the meaning given to those terms in the applicable Data Protection Laws;
<b>"Data Protection Laws"</b>	means (a) any law, statute, declaration, directive, regulation or other legislative enactment (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the GDPR and all legislation enacted in the UK in respect of the protection of personal data including the UK GDPR; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;
<b>"Data Processing Particulars"</b>	means, in relation to any Processing under this Agreement:  (a) the subject matter and duration of the Processing;  (b) the nature and purpose of the Processing;  (c) the type of Personal Data being Processed; and  (d) the categories of Data Subjects;  set out in Schedule 1B
<b>"Data Subject Request"</b>	means an actual or purported request from a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
<b>"GDPR"</b>	means the General Data Protection Regulation (EU) 2016/679;
<b>"ICO"</b>	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
<b>"Losses"</b>	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact

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centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

<b>"Permitted Purpose"</b>	means the purpose of the Processing as set out in more detail in the Data Protection Particulars
<b>"Personal Data"</b>	means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Schedule 1B ( <i>Data Protection Particulars</i> ));
<b>"Personal Data Breach"</b>	has the meaning set out in the Data Protection Laws;
<b>"Personnel"</b>	means all persons engaged or employed from time to time by Centre for Assessment Ltd in connection with this Agreement, including employees, consultants, contractors and permitted agents;
<b>"Processing"</b>	has the meaning set out in the Data Protection Laws (and <b>"Process"</b> and <b>"Processed"</b> shall be construed accordingly);
<b>"Sensitive Personal Data"</b>	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR;
<b>"Services"</b>	means the delivery of Lexcel assessments by Centre for Assessment Ltd including the submission of the findings to The Law Society of England & Wales or Northern Ireland dependant of the society the organisation/firm has applied to
<b>Ltd "Third Party Request"</b>	means a written 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 regulation
<b>"UK GDPR"</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018

## 2. DATA PROTECTION

### 2.1 Arrangement Between the Parties

2.1.1 The Parties acknowledge that the factual arrangement between them dictates the classification of each party in respect of the Data Protection Laws. Notwithstanding the foregoing the Parties anticipate that the Firm/Organisation shall act as a Controller and Centre for Assessment Ltd shall act as a Processor where Centre for Assessment Ltd is Processing the Personal Data on behalf of the Firm/Organisation in relation to the Permitted Purpose in connection with the performance of its obligations under this Agreement;

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- 2.1.2 Each of the Parties shall in performing its obligations under this Agreement, comply with the obligations imposed upon it under the Data Protection Laws.
- 2.1.3 Each of the Parties acknowledges and agrees that Schedule 1B (Data Processing Particulars) to this Agreement is an accurate description of the Data Processing Particulars.

### 2.2 Data Controller Obligations

2.2.1 Without limiting the generality of the obligations set out in Paragraph 2.1.2, in particular, the Firm/Organisation shall:

- (a) make all required notification(s) to the ICO in relation to its Processing of Personal Data;
- (b) ensure that it is not subject to any prohibition or restriction which would: (i) prevent or restrict it from disclosing or transferring Personal Data to Centre for Assessment Ltd; (ii) prevent or restrict it from granting Centre for Assessment Ltd access to Personal Data; and/or (iii) prevent or restrict Centre for Assessment Ltd from Processing Personal Data, in each case as required for Centre for Assessment Ltd to perform the Services in accordance with this Agreement;
- (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to allow Centre for Assessment Ltd to Process Personal Data as required in connection with the provision of the Services under this Agreement and in accordance with the Data Protection Laws;
- (d) ensure that all Personal Data disclosed or transferred to, or accessed by, Centre for Assessment Ltd is accurate, up-to-date, adequate, relevant and not excessive to enable Centre for Assessment Ltd to process Personal Data as required for Centre for Assessment Ltd to perform the Services in accordance with this Agreement;
- (e) maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the Controller by Data Protection Laws including, without limitation, (i) ensuring a level of security appropriate to the risk involved in the processing (which shall include without limitation and, as appropriate, taking steps such as the pseudonymisation and/or encryption of personal data, taking steps to ensure the ongoing confidentiality, integrity, availability and resilience of the systems and services used to process Personal Data, ensuring the ability to restore the availability and access to Personal Data and regularly testing the effectiveness of the systems in place); (ii) adhering to any relevant codes of conduct or approved certifications; and (iii) ensuring that all individuals who have access to Personal Data maintain the confidentiality and security of Personal Data and comply with the terms of this Agreement; and
- (f) not do anything which shall damage the reputation of Centre for Assessment Ltd.

### 2.3 Data Processor Obligations

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- 2.3.1 To the extent that Centre for Assessment Ltd Processes any Personal Data as a Processor on behalf of the Firm/Organisation for the purpose of performing the Services under this Agreement, Centre for Assessment Ltd undertakes to the Firm/Organisation that Centre for Assessment Ltd shall:
- (a) only Process Personal Data for and on behalf of the Firm/Organisation for the purposes of performing its obligations under this Agreement and only in accordance with the Firm/Organisation's instructions from time to time, unless otherwise required by law;
  - (b) inform the Firm/Organisation immediately if it considers any of the Firm/Organisation's instructions infringes Data Protection Laws;
  - (c) implement and maintain appropriate technical and organisational security measures to safeguard against any unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and where requested provide to the Firm/Organisation evidence of its compliance with such requirement;
  - (d) take all reasonable steps to ensure the reliability and integrity of any of its staff and independent contractors who have access to Personal Data and ensure that only staff and contractors who are required to assist in performing the Services have access to such Personal Data;
  - (e) ensure that any of its staff and/or contractors who have access to Personal Data have entered into appropriate contractually binding confidentiality obligations;
  - (f) not disclose Personal Data to a third party (including a sub-contractor or sub-processor) unless the third party agrees to terms which are substantially the same as the terms set out in this Agreement or in response to Third Party Requests where Centre for Assessment Ltd is prohibited by law or regulation from notifying the Firm/Organisation;
  - (g) at the Firm/Organisation's reasonable request: (i) make available to the other party evidence to demonstrate Centre for Assessment Ltd's compliance with the requirements of this Paragraph 2.3.1; and/or (ii) allow for and contribute to audits of Centre for Assessment Ltd's Processing activities pursuant to this Agreement conducted by or on behalf of the Firm/Organisation on reasonable notice;
  - (h) at the Firm/Organisation's direction, arrange for the prompt and safe return and/or secure permanent destruction of all Personal Data, together with all copies in its possession or control (if any) within forty (40) days of such direction and, where requested by the Firm/Organisation, certify that such destruction has taken place, except where Centre for Assessment Ltd is required by Applicable Law or any regulatory body to retain any of such Personal Data;

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- (i) not transfer or otherwise process (and not instruct or permit a third party to transfer or otherwise process) Personal Data to a country outside of the UK unless such transfer is made in compliance with the Data Protection Laws;
- (j) at the Firm/Organisation's request use all reasonable endeavours to assist the Firm/Organisation to comply with the obligations imposed on the Firm/Organisation by or in relation to:
  - (i) the rights of Data Subjects;
  - (ii) assistance to the ICO; and/or
  - (iii) Data Protection Impact Assessments

provided that any such assistance shall be provided to the Firm/Organisation subject to a fee payable to Centre for Assessment Ltd to be agreed between the Parties.

### 3. RECOVERABLE LOSS

- 3.1 Notwithstanding any other clause, Centre for Assessment Ltd shall not be prevented from recovering any Losses it incurs.

### 4. INDEMNITY

- 4.1 The Firm/Organisation shall indemnify on demand and keep indemnified Centre for Assessment Ltd against any Losses incurred by, awarded against or agreed to be paid by Centre for Assessment Ltd to the extent arising from the Firm/Organisation's failure to comply with the Data Protection Laws.

### 5. INSURANCE

- 5.1 The Firm/Organisation agrees:
  - 5.1.1 to obtain and keep in full force and effect at all times, in respect of the Processing of Personal Data, a policy or policies of insurance covering liability for damage arising to persons as a result of the Firm/Organisation's failure to comply with the GDPR and/or the provisions of this Schedule (Data Protection) with policy limits and provisions conforming to such requirements as Centre for Assessment Ltd may from time to time prescribe;
  - 5.1.2 to deliver to Centre for Assessment Ltd copies of all applicable insurance policies taken out pursuant to the provisions of this Agreement and ensure that Centre for Assessment Ltd shall be entitled to the benefit of such insurance.

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## Schedule 1B

### Data Protection Particulars

<b>The subject matter of the Processing</b>	The Delivery of Lexcel Assessments as contracted by The Law Society of England & Wales
<b>The nature of the Processing</b>	<p>Obtaining, recording, and retaining staff contact details to plan and carry out the assessment contract.</p> <p>The personal data will be transmitted by the firm/organisation application forms and email to The Law Society and assessors</p> <p>Sharing personal data with awarding bodies and auditors includes name &amp; contact details</p>
<b>The duration of the Processing</b>	10 Years
<b>The purpose of the Processing</b>	<p>To assess the firm / Organisation to check compliance against the Lexcel Standard</p> <p>To be able to comply with accreditation requirements for Lexcel standard.</p> <p>The assessment reports which may contain personal data which has been collected for the purpose of assessing compliance with the Lexcel Standard are shared with the awarding body for the purpose of accrediting the firm/Organisation</p>
<b>The type of Personal Data being Processed</b>	Name, contact details, qualifications, employment details
<b>The categories of Data Subjects</b>	Firms / Organisations staff and clients