

# DEVANT

## Data Processing Agreement

We are delighted that you will be working with Devant, and we look forward to delivering a great service to you. So that both of us can get the most out of our relationship while feeling confident that the information we share remains safe and secure, please review this data processing agreement, which sets out how each of us will treat the other's personal data.

### Terminology (what we mean)

In this agreement, the terms '**we**' and '**us**' refer to Devant Limited (company number 4904708), whose office is at 1st Floor, Napoleon House, Riseley Business Park, Riseley, Berkshire RG7 1NW and the terms '**you**' and '**your**' refer to you, the company with the legal entity details you have entered through the Devant website. '**Both of us**' means you and us together, and '**each of us**' means each of you and us individually.

<b>DPA</b>	means this Data Processing Agreement between you and us.
<b>Data Protection Legislation</b>	means all applicable laws and regulations relating to the processing of Personal Data and privacy including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated. The terms ' <b>Personal Data</b> ', ' <b>Personal Data Breach</b> ', ' <b>Data Protection Officer</b> ', ' <b>Data Controller</b> ', ' <b>Data Processor</b> ' and ' <b>process</b> ' (in the context of usage of Personal Data) shall have the meanings given to them in the Data Protection Legislation;
<b>EEA</b>	means, in this DPA, the European Economic Area and the United Kingdom.
<b>purpose</b>	means our provision to you of contracting and commercial support, as agreed by you and us from time to time, in accordance with the Ts&Cs.
<b>Sub-Processor</b>	means a third-party Data Processor engaged to provide processing services to a Data Processor who is party to this DPA.
<b>Ts&amp;Cs</b>	means the Inner Circle Terms and Conditions, which you can find <a href="#">here</a> .

### 1. ROLES

- 1.1. Both you and we might receive Personal Data from the other to enable us to fulfil our respective roles in the purpose. Where either you or we receive Personal Data as Data Controllers each of us agrees to comply with Data Protection Legislation.
- 1.2. Throughout the commercial relationship between you and us, each of us will be processing the Personal Data of the other's employees to facilitate contact and co-operation between our respective organisations and achieve our respective business interests. Both you and we agree and acknowledge that the other is a Data Controller of such Personal Data.
- 1.3. Aside from the Personal Data described in clause 1.2, we may occasionally, acting as Data Controller, pass Personal Data to you as Data Processor for the purpose.

### 2. PROCESSING

- 2.1. Personal Data shall be processed by us:
  - 2.1.1. by use of email and phone or postal correspondence, including occasionally recording calls and meetings; and
  - 2.1.2. for the purpose of delivering our services to you; and

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- 2.1.3. to keep in touch with you and ensure you are aware of the different ways in which we can help and support you.
- 2.2. Personal Data shall be processed by you:
  - 2.2.1. by use of email and phone or postal correspondence, including occasionally recording calls and meetings; and
  - 2.2.2. for the purpose of helping us provide our services to you, or benefitting from them; and
  - 2.2.3. for the purpose of managing our provision of services to you.
- 2.3. Categories of Data Subjects whose Personal Data will be processed under this DPA include employees, clients, suppliers, prospects and partners.
- 2.4. The types of Personal Data that will be processed under this DPA include:
  - 2.4.1. Identity data such as title, first name and last name;
  - 2.4.2. Contact data such as addresses, email addresses and telephone numbers; and
  - 2.4.3. Other data that the Data Subject chooses to share with you or us voluntarily in the course of the purpose.

### 3. INSTRUCTION

- 3.1. Where one of us receives and processes Personal Data as a Data Processor, the Data Processor shall:
  - 3.1.1. act solely on the Data Controller's instructions in relation to the processing of that Personal Data. In the event that a legal requirement prevents the Data Processor from complying with such instructions it shall, unless such legal requirement prohibits it from doing so, inform the Data Controller of the relevant legal requirement before carrying out the relevant processing activities;
  - 3.1.2. at all times, ensure that the necessary technical and organisational measures are in place to prevent unauthorised and unlawful processing or disclosure of such Personal Data and such measures shall include taking reasonable steps to ensure the reliability of any of the Data Processor's staff who may have access to Personal Data and ensuring that such staff are subject to appropriate confidentiality undertakings. It shall, save where prohibited by law and as soon as reasonably practical, notify the Data Controller of any legal obligation which requires it to disclose the Personal Data to a third party;
  - 3.1.3. subject to clause 4, not transfer the Personal Data outside of the EEA or to any third party without the Data Controller's written consent;
  - 3.1.4. send the Data Controller any communications received from individuals in relation to their Personal Data as soon as reasonably practicable. The Data Processor shall provide reasonable co-operation to the Data Controller in relation to any individuals exercising their rights under the Data Protection Legislation;
  - 3.1.5. give the Data Controller reasonable assistance in relation to its compliance with Data Protection Legislation;
  - 3.1.6. take reasonable steps to ensure the confidentiality, integrity, availability and resilience of processing systems and services associated with the processing of Personal Data;
  - 3.1.7. co-operate with the Data Controller, and provide such information and access to any facilities, premises or equipment from or on which Personal Data is, has been, or is to be processed pursuant to this DPA (including any such facilities, premises or equipment used by staff and/or sub-contractors) as the Data

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Controller may reasonably require to enable it to monitor the Data Processor's compliance with the obligations in this DPA;

- 3.1.8. notify the Data Controller promptly of any Personal Data Breach and assist it with any investigation into and remediation of a Personal Data Breach. The Data Processor shall also provide the Data Controller with reasonable assistance with any notifications made to relevant authorities and/or individuals in relation to a Personal Data Breach;
- 3.1.9. subject to clause 4, not subcontract any obligations under this DPA regarding the processing of Personal Data to a third-party Sub-Processor without the Data Controller's prior written consent. The Data Processor shall be liable for the acts and omissions of its Sub-Processors as if they were its own acts or omissions and it shall ensure that there is a written contract executed between it and the Sub-Processor that contains equivalent protections for Personal Data to those set out in this DPA;
- 3.1.10. when instructed by the Data Controller, immediately cease processing the Personal Data and immediately return any Personal Data to the Data Controller or delete the Personal Data in accordance with its instructions;
- 3.1.11. submit to audits and inspections carried out directly upon the Data Processor by a supervisory authority or by the Data Controller, as the Data Controller reasonably believes necessary, based on evidence and providing such evidence in notification to the Data Processor, and co-operate in any audits and inspections carried out upon the Data Controller by third parties; and
- 3.1.12. inform the Data Controller immediately if the Data Processor receives any requests that would involve infringing Data Protection Legislation.

## 4. SUB-PROCESSORS AND INTERNATIONAL TRANSFERS

- 4.1. We shall be entitled to use Sub-Processors (and to transfer Personal Data to third parties, including outside the EEA, for this purpose) in accordance with our [Client Data Privacy Policy](#).
- 4.2. We may use additional Sub-Processors, and make other international transfers of Personal Data, with your prior written consent.

## 5. ADDITIONAL OBLIGATIONS

- 5.1. When you no longer wish to use our services, you may request us to return all Personal Data you have provided to us, and/or to delete all records of such from our systems (to the extent reasonably possible).
- 5.2. Nothing in this agreement relieves a Data Processor of its own direct obligations under Data Protection Legislation.
- 5.3. Data Processors should be aware of the following additional obligations:
  - 5.3.1. To co-operate with supervisory authorities; and
  - 5.3.2. To keep records of its own processing activities.

## 6. GENERAL

- 6.1. You may send any queries or concerns about our performance under this DPA to our data protection lead at [directors@devant.co.uk](mailto:directors@devant.co.uk).