

## Data sharing agreement (controller to controller) (GDPR and DPA 2018) (UK)

This Agreement is dated ZYX

### PARTIES

- (1) ZYX as ZYX (Data Discloser)
- (2) Rocket Science (UK) Ltd. incorporated and registered in Scotland with company number SC219011 whose registered office is at 2 Melville Street Edinburgh Midlothian EH3 7NS (Data Receiver/Facilitator)
- (3) ZYX as ZYX (Connector)

### BACKGROUND

- (A) The Data Discloser agrees to share the Personal Data with the Data Receiver in the European Economic Area (EEA) on terms set out in the Agreement.
- (B) The Data Receiver agrees to use the Personal Data within the EEA on the terms set out in this Agreement.
- (C) This is a free-standing Agreement that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

### AGREED TERMS

#### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

##### 1.1 Definitions:

**Agreed Purpose:** has the meaning given to it in Clause 2 of this Agreement;

**Agreement:** this Agreement, which is a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** has the meaning given at the beginning of the Agreement.

**Connector:** refers to a party to this Agreement who works with the Facilitator

**Controller, Processor, Data Subject and Personal Data, Special Categories of Personal Data, Processing and “appropriate technical and organisational measures”** shall have the meanings given to them in the Data Protection Legislation.

**Data Sharing Code:** the Information Commissioner’s Data Sharing Code of Practice of May 2011, as updated or amended from time to time.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Facilitator:** is the second named party to this Agreement whose job is to work with the Facilitator and indirectly the Grantees to facilitate connection between the latter and the Providers offering services to the Grantees.

**Grantee:** refers to the ultimate beneficiaries of the Project in their capacity as individuals or corporate entities whose details will be shared in accordance with the terms of this Agreement.

**Joining Partners (or Joiners):** refers to additional partners recruited by the parties to assist with implementation of the Project, whose participation in the Project shall take place by means of the joining agreement based on the form at Schedule 1;

**Personal Data:** has the meaning attributed to it in the Data Protection Legislation and specifically Art 4 of the General Data Protection Regulation;

**Project:** refers to the pilot project known as **ZXY**;

**Providers:** refers to the entities that work with the Connectors and the Grantees to provide support and organisational and/or capacity development to the Grantees.

**Shared Personal Data:** the personal data-to be shared between the parties under Clause 3 of this Agreement.

**Subject Access Request:** the exercise by a data subject of his or her rights under Article 15 of the GDPR and the DPA 2018.

**Supervisory Authority:** the relevant supervisory authority in the territories where the parties to this Agreement are established.

**Term:** 24 months starting from the date of this Agreement

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.9 In the case of any ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules or appendices, the provision in the body of this Agreement shall take precedence.
- 1.10 A reference to writing or written includes fax and email.
- 1.11 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

## **2. PURPOSE**

- 2.1 This Agreement sets out the framework for the sharing of **Personal Data** when one **Controller** discloses Personal Data to another **Controller and Processor**. It defines

the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.

2.2 The parties consider this data sharing initiative necessary as it will enable the Project to be successfully piloted and implemented. The aim of the data sharing initiative is to enable the parties and Joining Partners to find ways of delivering support to the grantees of ZXY. The Project will entail interaction both face-to-face and behind the scenes between Grantees, the Funder, Facilitators and Connectors to enable the Project to be successfully delivered. Personal Data will therefore be passed under the terms of this Agreement to the various parties to facilitate the successful implementation of the Project. It will serve to benefit society by facilitating the ZXY as a charity to fulfil its mandate and its objects.

2.3 The parties agree to only process Shared Personal Data, as described in Clause 3.1 and Clause 3.2, for the following purposes:

- (a) To deliver the ZYX developed as part of the ZYX;
- (b) To provide monitoring and performance data to enable the Data Receiver to conduct the evaluation of the pilot;
- (c) To use contact data to share information and insights about the learning from the pilot and to arrange learning events, visits and general contact.

The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this Clause (**Agreed Purpose**).

2.4 Each party shall appoint a single point of contact (SPoC) who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the parties are:

ZYX

Caroline Masundire – Associate Director  
Rocket Science  
70 Cowcross Street  
London  
EC1M 6EJ  
Email: caroline.masundire@rocketsciencelab.co.uk

### 3. SHARED PERSONAL DATA

3.1 The following types of Personal Data will be shared between the parties during the Term of this Agreement:

- (a) Contact information of Grantees, as they are allocated to a connector, when the connector introduces them to a Provider and when a Provider returns information about their support into the portal. Contact information will also be used by Rocket Science to ask Grantees their experience of the programme as part of the evaluation. This information will be business contact information including name, telephone number, email and address. Grantees will sign that they are happy to share this data when they sign up to the portal.
- (b) Contact information of Providers and Connectors will be shared between each other so that potential Providers can be contacted to undertake work for Grantees, which is facilitated by the Connector. This contact information will also be used by Rocket Science and ZXY to facilitate the learning element of the project for updates, newsletters and events. This information will be business contact information including name, telephone number, email and address.

3.2 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

#### **4. LAWFUL, FAIR AND TRANSPARENT PROCESSING**

4.1 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with Clause 4.2 during the Term of this Agreement.

4.2 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.

4.3 The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the data subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of the GDPR including if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer;

4.4 The Data Receiver undertakes to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 14 of the GDPR including if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer; and

4.5 The Data Receiver shall ensure that it and any other Data Receiver's and Joining Partners shall require all subjects whose data is being processed in relation to the Project, to agree consent to their data being processed.

#### **5. DATA QUALITY**

5.1 The Data Discloser shall ensure that before the Commencement Date, Shared Personal Data are accurate and that it has appropriate internal procedures in place for the Data Receiver to sample Shared Personal Data prior to the Commencement Date and it will update the same if required prior to transferring the Shared Personal Data.

5.2 Shared Personal Data must be limited to the Personal Data described in Clause 3.1 and Clause 3.2 of this Agreement.

#### **6. DATA SUBJECTS' RIGHTS**

6.1 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

6.2 The SPoC for each party is responsible for maintaining a record of individual requests for information, 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. The SPoC for each party are detailed in Clause 2.4.

#### **7. DATA RETENTION AND DELETION**

7.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.

7.2 Notwithstanding Clause 7.1, 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.

- 7.3 The Data Receiver shall ensure that any Shared Personal Data are returned to the Data Discloser or destroyed in accordance with a protocol to be agreed by the SPoC in the following circumstances:
- (a) on termination of the Agreement;
  - (b) on expiry of the Term of the Agreement;
  - (c) once processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for, as set out in Clause 2.3.
- 7.4 Following the deletion of Shared Personal Data in accordance with Clause 7.3, the Data Receiver shall notify the Data Discloser that the Shared Personal Data in question has been deleted in accordance with the agreed protocol.

## **8. TRANSFERS**

- 8.1 For the purposes of this Clause, transfers of personal data shall mean any sharing of personal data by the Data Receiver with a third party, and shall include, but is not limited to, the following:
- (a) subcontracting the processing of Shared Personal Data;
  - (b) granting a third party controller access to the Shared Personal Data.
- 8.2 If the Data Receiver appoints a third party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR and shall remain liable to the Data Discloser for the acts and/or omissions of the processor.
- 8.3 The Data Receiver shall not disclose or transfer Shared Personal Data outside the EEA.

## **9. SECURITY AND TRAINING**

- 9.1 The Data Discloser shall only provide the Shared Personal Data to the Data Receiver by using the same secure methods as are agreed by the parties to this Agreement.
- 9.2 The parties undertake to have in place throughout the Term appropriate technical and organisational security measures to:
- (a) prevent:
    - (i) unauthorised or unlawful processing of the Shared Personal Data; and
    - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data
  - (b) ensure a level of security appropriate to:
    - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
    - (ii) the nature of the Shared Personal Data to be protected.
- 9.3 The level of technical and organizational measures agreed by the parties as appropriate as at the Commencement Date having regard to the state of technological development and the cost of implementing such measures as agreed by the parties. The parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the Term.
- 9.4 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures as agreed by the parties together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of personal data.

9.5 The level, content and regularity of training referred to in Clause 9.3 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

## **10. PERSONAL DATA BREACHES AND REPORTING PROCEDURES**

10.1 The parties shall each comply with their obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects under Article 33 of the GDPR and shall each inform the other party of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s).

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

## **11. REVIEW AND TERMINATION OF AGREEMENT**

11.1 Any additional Data Receiver that wishes to be part of the Project shall complete and submit a data sharing request form, as set out in Schedule 1. The consent of every party is required in order for the additional party to be included into this Agreement.

11.2 In the event that a party terminates the Agreement, or a new Data Receiver joins the agreement in accordance with Clause 11.1, an amended and updated version of this Agreement will be drafted as soon as practicable and circulated to all other parties.

11.3 Parties shall review the effectiveness of this data sharing initiative every six months and on the addition and removal of a party, having consideration to the aims and purposes set out in Clause 2.2 and Clause 2.3. The parties shall continue, amend or terminate the Agreement depending on the outcome of this review.

11.4 The review of the effectiveness of the data sharing initiative will involve:

- (a) assessing whether the purposes for which the Shared Personal Data is being processed are still the ones listed in Clause 2.3 of this Agreement;
- (b) assessing whether the Shared Personal Data is still as listed in Clause 3 of this Agreement;
- (c) assessing whether the legal framework governing data quality, retention, and data subjects' rights are being complied with; and
- (d) assessing whether personal data breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework.

11.5 Each party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate the Agreement where it considers that the other party is not processing the Shared Personal Data in accordance with its terms.

## **12. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE SUPERVISORY AUTHORITY**

12.1 In the event of a dispute or claim brought by a data subject or the Supervisory 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.

12.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Supervisory 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.

12.3 Each party shall abide by a decision of a competent court of the Data Discloser's country of establishment or of the Supervisory Authority.

### **13. LANGUAGE**

13.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

13.2 Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be in English or accompanied by a certified English translation.

13.3 The English language version of this agreement and any notice or other document relating to this agreement shall prevail if there is a conflict except where the document is a constitutional, statutory or other official document.

### **14. WARRANTIES**

14.1 Each party warrants and undertakes that it will:

- (a) Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations.
- (b) Make available on request to the data subjects who are third party beneficiaries a copy of this Agreement, unless the Agreement contains confidential information.
- (c) Respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Supervisory Authority in relation to the Shared Personal Data.
- (d) Respond to Subject Access Requests in accordance with the Data Protection Legislation.
- (e) Where applicable, maintain registration with all relevant Supervisory Authorities to process all Shared Personal Data for the Agreed Purpose.
- (f) Take all appropriate steps to ensure compliance with the security measures set out in Clause 9 above.

14.2 The Data Discloser warrants and undertakes that it is entitled to provide the Shared Personal Data to the Data Receiver, and it will ensure the accuracy of Shared Personal Data.

14.3 The Data Recipient warrants and undertakes that it will not disclose or transfer Shared Personal Data outside the EEA.

14.4 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

### **15. INDEMNITY**

15.1 The Data Discloser and Data Receiver undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under Clause 17.2.

15.2 Indemnification hereunder is contingent upon:

- (a) the party(ies) to be indemnified (the indemnified party(ies)) promptly notifying the other party(ies) (the indemnifying party(ies)) of a claim,

- (b) the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and
- (c) the indemnified party(ies) providing reasonable co-operation and assistance to the indemnifying party(ies) in defence of such claim.

## **16. ALLOCATION OF COST**

Each party shall perform its obligations under this Agreement at its own cost.

## **17. LIMITATION OF LIABILITY**

17.1 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
- (d) any matter for which it would be unlawful for the parties to exclude liability.

17.2 Subject to Clause 17.1, 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, for:

- (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.

17.3 Clause 17.2 shall not prevent claims, for:

- (a) direct financial loss that are not excluded under any of the categories set out in Clause 17.2(a); or
- (b) tangible property or physical damage.

## **18. THIRD PARTY RIGHTS**

18.1 Except as expressly provided in Clause 6 (data subjects rights), a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18.2 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **19. VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **20. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **21. SEVERANCE**



21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **22. CHANGES TO THE APPLICABLE LAW**

If during the Term the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that the SPoCs will negotiate in good faith to review the Agreement in the light of the new legislation.

## **23. NO PARTNERSHIP OR AGENCY**

23.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **24. ENTIRE AGREEMENT**

24.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

24.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in this Agreement.

## **25. FORCE MAJEURE**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

## **26. RIGHTS AND REMEDIES**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **27. NOTICE**

27.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to the SPoC's and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the SPoC.

27.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service and
- (c) if sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume.

In this Clause 27.2(c), business hours mean 9:00 am to 5:00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

27.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

## **28. GOVERNING LAW**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

## **29. JURISDICTION**

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED for and on behalf of the Data Discloser by: \_\_\_\_\_

Name:

Job Title:

SIGNED for and on behalf of the Data Receiver by:

Name:

Job Title:

SIGNED for and on behalf of the Connector by:

Name:

Job Title:

**SCHEDULE 1**  
**FORM OF JOINING AGREEMENT**

**Form for adhering to the Data Sharing Agreement referred to as Joining Agreement**

**This Form** is completed 2019

by \_\_\_\_\_, a company incorporated in [ \_\_\_\_\_ ] with registered number [ \_\_\_\_\_ ] and whose registered office is at [ \_\_\_\_\_ ] (the “**New Party**”).

**Whereas:**

- (A) Rocket Science (UK) Ltd (the “**Data Controller**”) proposes to transfer Personal Data obtained by it from its participation in the Project by virtue of it being a party to the original agreement (the **Data Sharing Agreement or DSA**) with the City of London Corporation (Data Discloser) the DSA dated 22<sup>nd</sup> July 2019 to [ \_\_\_\_\_ ], the Joining Partner, an affiliate or subsidiary or [INSERT WHO THE JOINING PARTNER IS];
- (B) On signing this agreement (the **Joining Agreement**) the Joining Partner proposes to process Personal Data on behalf of the Data Controller, subject to and in accordance with the terms and conditions of the DSA whose terms are incorporated by reference into this Joining Agreement.
- (C) The same definitions that exist in the DSA shall apply to this Joining Agreement.

**This Second Agreement Witnesses:**

- 1. The Joining Partner undertakes to adhere to and be bound by the provisions of the DSA, and to perform the obligations imposed by the DSA which are to be performed on or after the date hereof and in all respects as if the Joining Partner were a party to the DSA and named in it, as appropriate, as a Data Receiver.
- 2. This Joining Agreement is made for the benefit of (a) the original parties to the DSA; b) the individuals whose data is being processed by the original parties as well as the Joining Partner and (b) any other person or persons who after the date of the First and Second Agreements (and whether or not before or after the date of this Second Agreement) adhere to the Project.
- 3. The notice details of the Joining Partner for the purposes of Clause 28 (*Notice*) of the DSA are as follows:

Name: [ \_\_\_\_\_ ]

Address: [ \_\_\_\_\_ ]

For the attention of: [ \_\_\_\_\_ ]

Email address: [ \_\_\_\_\_ ]

[with a copy to:] [ \_\_\_\_\_ ]

4. This Joining Agreement shall be governed by and construed in accordance with English law.

**In Witness** of which this Joining Agreement has been executed and delivered by the Joining Partner on the date which first appears above.

SIGNED for and on behalf of the Data Controller by: \_\_\_\_\_

Name:

Title:

SIGNED for and on behalf of the Joining Partner by: \_\_\_\_\_

Name:

Title: