

# DATA PROCESSING AGREEMENT

This Agreement is made on

Between:

- (1) **WORKSHARE LIMITED**, a company incorporated in England and Wales with company number 03559880 and whose registered address is at 20 Fashion Street, London E1 6PX (**Workshare**); and
  - (2) **[SUPPLIER ENTITY]**, a company incorporated in [●] with company number [●] and whose registered office is at [●] (**Supplier**),
- each a **Party**, and together the **Parties**.

## Introduction

- (A) The Supplier has entered into an agreement with Workshare dated [date] (**Main Agreement**), under which the Supplier will provide [description of services] to Workshare.
- (B) The Supplier will Process data on Workshare's behalf in the course of providing such services. The data Processed by the Supplier may include Personal Data.
- (C) This Agreement sets out the terms and conditions that shall apply in respect of the Processing of data by the Supplier on behalf of Workshare under and in connection with the Main Agreement (in addition to the terms and conditions of the Main Agreement).

It is Agreed as follows:

## 1 Definitions and interpretation

In this Agreement:

- 1.1 (including the Introduction) unless the context otherwise requires, the following definitions apply:

**Confidential Information** means all information (whether written, oral or in electronic form) concerning the business and affairs of either Party that the other Party obtains or receives as a result of the discussions leading up to or the entering into or the performance of this Agreement;

**Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

**Data Protection Laws** means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

**Data Breach** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Workshare Data;

**Effective Date** means [the date of this Agreement] OR [the date of the Main Agreement];

**Main Agreement** has the meaning given to that term in Recital (A);

**Personal Data** means any information relating to an identified or identifiable living individual;

**Processing** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, and **Process**, **Processes** and **Processed** shall be construed accordingly;

**Processor** means a person which Processes Personal Data on behalf of a Controller;

**Sub-Processor** means a third party appointed by the Supplier to Process Litera Data; and

**Workshare Data** means all data (including any Personal Data) Processed by the Supplier on behalf of Workshare under or in connection with the Main Agreement;

- 1.2 references to **Clauses** and **Schedules** are references to Clauses and Schedules of this Agreement and references to **paragraphs** are, unless otherwise stated, references to paragraphs of the Schedule or the part of the Schedule in which the reference appears;
- 1.3 the Schedules and Annexes form part of this Agreement and shall have full force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Schedules and Annexes;
- 1.4 any reference to **persons**, includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.5 a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute;
- 1.6 any reference to a statute, statutory provision, subordinate legislation, code or guideline (**legislation**) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and
- 1.7 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2 Relationship with the Main Agreement

- 2.1 This Agreement forms part of the Main Agreement and supplements and amends the terms and conditions of the Main Agreement with effect on and from the Effective Date.
- 2.2 To the extent that there is any conflict or ambiguity between the terms and conditions of this Agreement and the terms and conditions of the Main Agreement, the terms and conditions of this Agreement shall prevail.

## 3 Processing of Workshare Data by the Supplier

- 3.1 The Supplier shall Process the Workshare Data only:
  - (a) on the written instructions of Workshare and to the extent reasonably necessary for the performance by it of its obligations under the Main Agreement (including this Agreement); or
  - (b) as otherwise required by applicable law, in which case the Supplier shall inform Workshare of that legal requirement before Processing the Workshare Data (unless that law prohibits the Supplier from informing Workshare).
- 3.2 The Supplier shall, at Workshare's option, permanently and securely delete or return to Workshare all the Workshare Data promptly on termination of this Agreement, and delete any existing copies of the Workshare Data save to the extent that the Supplier is required to retain copies of the Workshare Data by applicable law.

## 4 Security and confidentiality of Workshare Data

- 4.1 The Supplier shall, taking into account the state of the art and the nature, scope, context and purposes of the Processing, implement and maintain appropriate technical and organisational measures to ensure the security of the Workshare Data and prevent Data Breaches. Such measures shall include the agreed security measures set out in Schedule 2 (*Security Measures*).
- 4.2 The Supplier shall:
  - (a) ensure that the Workshare Data is kept separated and distinguishable from all other data Processed by the Supplier;

- (b) ensure that all persons authorised by the Supplier to Process the Workshare Data are under an appropriate contractual or other legal obligation to keep the Workshare Data confidential; and
- (c) notify Workshare without undue delay (and in any event within 24 hours) after becoming aware of any actual, suspected or threatened Data Breach.

## 5 **Sub-Processors**

- 5.1 The Supplier shall not engage any Sub-Processor except with Litera's prior written approval. A list of approved Sub-Processors as at the date of this Agreement is set out in Schedule 1.
- 5.2 The Supplier shall, prior to engaging a Sub-Processor, enter into a written contract with the Sub-Processor that imposes on the Sub-processor obligations that are the same as, or more onerous than, the obligations imposed on the Supplier under this Agreement.
- 5.3 The Supplier shall remain fully liable and responsible for all acts and omissions of each Sub-processor and the acts and omissions of those employed or engaged by each Sub-processor as if they were its own.

## 6 **Personal Data**

- 6.1 Each Party shall comply with the Data Protection Laws to which it is subject in respect of the Personal Data that it Processes under or in connection with this Agreement.
- 6.2 The Parties acknowledge and agree that:
  - (a) the Supplier Processes the Workshare Data and the Workshare Data may contain Personal Data;
  - (b) Workshare shall be the Controller and the Supplier shall be Workshare's Processor in respect of all such Personal Data; and
  - (c) the particulars of such Processing are set out in Schedule 1 (*Data Processing Particulars*).
- 6.3 Where the Supplier Processes Personal Data for and on behalf of Workshare as its Processor in connection with the Main Agreement, the Supplier shall:
  - (a) immediately inform Workshare if, in the Supplier's opinion, Processing the Personal Data in accordance with a written instruction received from Workshare or in the performance of its obligations under this Agreement infringes the Data Protection Laws to which either Workshare or the Supplier are subject;
  - (b) ensure that the security measures implemented by the Supplier pursuant to Clause 4.1 are appropriate taking into account the risks to Data Subjects;
  - (c) taking into account the nature of the Processing, implement appropriate technical and organisational measures to assist Workshare to comply with its obligations under the Data Protection Laws to which Workshare is subject to respond to requests from Data Subjects to exercise their legal rights in relation to their Personal Data;
  - (d) taking into account the nature of the Processing and the information available to the Supplier, assist Workshare to comply with its obligations as a Controller of the Personal Data under the Data Protection Laws to which Workshare is subject, including in relation to:
    - (i) keeping Personal Data secure;
    - (ii) dealing with Data Breaches;
    - (iii) carrying out data protection impact assessments;
    - (iv) dealing with requests from Data Subjects to exercise their legal rights in relation to their Personal Data; and

(v) investigations and enquiries by data protection regulatory authorities,

and enter into any such further written agreements as may be reasonably required by Workshare to enable Workshare to comply with the Data Protection Laws to which it is subject;

- (e) notify Workshare without undue delay (and in any event within 48 hours) after receiving any communication from a data protection regulatory authority or request from a Data Subject to exercise their legal rights in relation to the Personal Data; and
- (f) not transfer or Process the Personal Data outside the United Kingdom, nor disclose the Personal Data to any party located outside the United Kingdom without Workshare's prior written consent. Where such consent is given by Workshare, the Supplier shall take such actions and enter into such written agreements as Workshare may require in order to help ensure that such transfer, disclosure or Processing complies with the Data Protection Laws to which Workshare is subject.

## **7 Transfers of Personal Data outside of the UK**

7.1 The locations from which the Supplier will Process Personal Data on behalf of Workshare under or in connection with the Main Agreement are set out in Schedule 1 (*Data Processing Particulars*). Workshare hereby gives its written consent to the Supplier Processing Personal Data on its behalf under or in connection with the Main Agreement from those locations.

Where, in connection with the Main Agreement, the Supplier Processes Personal Data on behalf of Workshare as its Processor outside the UK and such Processing would, but for the application of the provisions set out in Schedule 3, be prohibited under the Data Protection Laws to which Workshare is subject, then the additional provisions set out in Schedule 3 shall apply. To the extent that there is any conflict or inconsistency between the provisions of Schedule 3 and the other terms of the Main Agreement (including this Agreement), the provisions of Schedule 3 shall take precedence.

## **8 Audit**

The Supplier shall make available to Workshare all information necessary to demonstrate its compliance with its obligations under this Agreement and allow for and contribute to audits, including inspections during normal working hours, conducted by Workshare or an auditor appointed by Workshare that relate to the Supplier's compliance with its obligations under this Agreement.

## **9 Confidentiality**

9.1 Each Party shall hold in confidence all Confidential Information obtained from the other Party. Neither Party shall disclose to any third party any Confidential Information in relation to the other Party save as expressly permitted by this Agreement or with the prior express written permission of the other Party.

9.2 The provisions of Clause 9.1 shall not apply to any information which:

- (a) is or becomes public knowledge other than by breach of this Clause 9;
- (b) is already in the possession of a Party without restriction in relation to disclosure before the date of its receipt from the other Party; or
- (c) is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure.

9.3 A Party may disclose Confidential Information in relation to the other Party:

- (a) except as otherwise expressly stated in this Agreement, to those of its officers, employees, professional advisers, parent or subsidiary companies, or agents or sub-contractors as may be reasonably necessary for the purpose of fulfilling its obligations under this Agreement or, in the case of professional advisers, for use in their professional capacity, provided that before any such disclosure that Party shall make such officers, employees, professional advisers,

parent or subsidiary companies, or agents or sub-contractors aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those persons with them; or

(b) where such disclosure is required by any law, court order or competent regulatory authority.

9.4 Without prejudice to the other rights of the disclosing Party, in the event of unauthorised disclosure or use of its Confidential Information occurring directly or indirectly through disclosure made to the receiving Party, the receiving Party shall (as soon as it becomes aware of the same) notify the disclosing Party of such unauthorised disclosure and use all reasonable endeavours to assist the disclosing Party in recovering and preventing the use of, dissemination, sale or other disposal of such Confidential Information.

9.5 Unless required to do so by applicable laws, neither Party shall make public the details of the terms or the operation or circumstances of termination of this Agreement without the other Party's prior written consent.

## 10 **Term and termination**

10.1 This Agreement shall commence on the date of this Agreement and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement or otherwise in law or equity.

10.2 This Agreement shall automatically terminate on termination or expiry of the Main Agreement for any reason.

10.3 Workshare may terminate this Agreement, and the Processing of Workshare Data by the Supplier on behalf of Workshare under the Main Agreement, if the Supplier commits a material breach of any of the terms of this Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, the other Party fails to remedy that breach within 30 days of being notified of the breach.

10.4 The termination of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued up to the date of termination.

10.5 The provisions of this Agreement (except for Clauses 10.1 to 10.3) shall survive termination of this Agreement and shall continue to apply.

## 11 **General**

11.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all previous negotiations, agreements and commitments with respect thereto.

11.2 A change to this Agreement shall only be effective if it is recorded in writing and signed by an authorised representative of each of the Parties.

11.3 No delay or failure by a Party in exercising or enforcing any right or remedy under the terms and conditions of this Agreement will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.

11.4 Any notice required by this Agreement to be given by a Party to the other Party shall be in writing and shall be delivered by hand or sent by courier recorded delivery to the registered company address of the other Party or to such other address as notified by the other Party in accordance with this Clause 11.4 from time to time. Any notice served under this Agreement shall be deemed to have been received (i) if delivered by hand, immediately upon delivery during the other Party's usual business hours; or (ii) if sent by courier recorded delivery, three days following delivery.

11.5 All remedies available to a Party for breach of this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 11.6 Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be construed as giving rise to the relationship of principal and agent or partnership or joint venture.
- 11.7 No third party shall have any rights under or in connection with this Agreement.
- 11.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 11.9 This Agreement and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 11.10 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement and its subject matter or formation (including non-contractual disputes or claims).

## Schedule 1: Data Processing Particulars

Data Processing Particulars	
<b>Subject matter and duration of the Processing</b>	The Supplier will Process Personal Data in the context of performing its obligations under the Main Agreement for the duration of the Main Agreement and following termination of the Main Agreement for so long as it continues to have surviving obligations under the Main Agreement to Process Personal Data.
<b>Nature and purpose of the Processing</b>	The Supplier will Process Personal Data only to the extent necessary for the purpose of performing its obligations under the Main Agreement.
<b>Type of Personal Data being Processed</b>	<p><u>Non-special Categories of Personal Data</u></p> <p><i>[Describe the types of Personal Data being processed that are not special categories of Personal Data – for example, names, contact details, dates of birth]</i></p> <p><u>Special Categories of Personal Data</u></p> <p><i>[Describe the types of Personal Data being processed that are special categories of Personal Data (if any) – for example, racial origin, health information, political opinions or religious beliefs]</i></p> <p><u>Criminal Convictions Data</u></p> <p><i>[Describe the data relating to criminal convictions being processed (if any)]</i></p>
<b>Categories of Data Subjects</b>	<i>[Describe the categories of individuals whose Personal Data will be processed by the Supplier.]</i>
<b>Locations from which the Supplier will Process Personal Data</b>	<i>[Insert a list of the countries from which the Supplier will process Personal Data.]</i>
<b>Approved Sub-processors</b>	<i>[Insert a list of the Supplier's current approved sub-contractors that process Personal Data under the Main Agreement, the data processing activities they are approved to carry out and their locations.]</i>

## Schedule 2: Security Measures

*[Insert a description of any specific technical and organisational data security measures that the Supplier will implement and maintain. These may include physical access controls, system access controls, data access controls, transmission controls, input controls, data backups and data segregation]*



## Schedule 3: International Data Transfers

Additional clauses that apply in respect of the transfer and Processing of Personal Data described in Clause 7 of this Agreement	
<p>If Supplier is Processing Personal Data of data subjects located in United Kingdom, the standard contractual clauses for the transfer of personal data from the Community to third countries (controller to processor transfers) set out in Commission Decision 2010/87/EU (<b>Controller to Processor Model Clauses</b>) shall apply and are hereby incorporated into these data processing terms. A copy of the Controller to Processor Model Clauses can be found at:</p> <p><a href="https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32010D0087&amp;from=en">https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32010D0087&amp;from=en</a></p> <p>If Supplier is Processing Personal Data of data subjects located in the member countries of European Union, the standard contractual clauses for the transfer of personal data from the Community to third countries (controller to processor transfers) set out in Commission Decision 2021/914/EU (<b>Controller to Processor Model Clauses</b>) shall apply and are hereby incorporated into these data processing terms. The following options are selected: Clause 9: Module II - Option 2. A copy of the Controller to Processor Model Clauses can be found at:</p> <p><a href="https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&amp;locale=en">https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&amp;locale=en</a></p>	
Governing law and consequential amendments	
<p>The Controller to Processor Model Clauses shall be governed by the laws of England and Wales and references in the Processor Model Clauses to the “Member State” in which the <i>data exporter</i> is established shall be read as references to England and Wales.</p>	
Completing the details needed for the Controller to Processor Model Clauses:	
<p>For the purposes of the Controller to Processor Model Clauses:</p> <ol style="list-style-type: none"> <li>1. the <i>data exporter</i> shall be Workshare and the <i>data importer</i> shall be the Supplier;</li> <li>2. the description of the transfer for the purposes of Appendix 1 to the Controller to Processor Model Clauses is set out in the following section of this table; and</li> <li>3. the description of the technical and organisational security measures implemented by the <i>data importer</i> for the purposes of Appendix 2 to the Controller to Processor Model Clauses are as set out in Schedule 2 (<i>Security Measures</i>) of this Agreement.</li> </ol>	
Description of the transfer for the purposes of Appendix 1 to the Controller to Processor Model Clauses	
<b>Data exporter</b>	The <i>data exporter</i> is a provider of document technology software and services and is transferring Personal Data to the <i>data importer</i> in connection with services provided to it by the <i>data importer</i> under the Main Agreement.
<b>Data importer</b>	The <i>data importer</i> is a business service provider that is providing services to the <i>data exporter</i> under the Main Agreement. The <i>data importer</i> will Process the Personal Data transferred to it as part of the performance of its obligations under and in accordance with the Main Agreement.
<b>Data subjects</b> The personal data transferred concern the following categories of data subjects	Each of the categories of Data Subject listed in Schedule 1 ( <i>Data Processing Particulars</i> ) of this Agreement.

<p><b>Categories of data</b></p> <p>The personal data transferred concern the following categories of data</p>	<p>Each of the non-special categories of Personal Data listed in Schedule 1 (<i>Data Processing Particulars</i>) of this Agreement.</p>
<p><b>Special categories of data</b> (if appropriate)</p> <p>The personal data transferred concern the following special categories of personal data</p>	<p>Each of the special categories of Personal Data listed in Schedule 1 (<i>Data Processing Particulars</i>) of this Agreement.</p>
<p><b>Processing operations</b></p> <p>The personal data transferred will be subject to the following basic processing activities</p>	<p>Schedule 1 (<i>Data Processing Particulars</i>) of this Agreement sets out the basic Processing activities to which the Personal Data will be subject.</p>

## Execution page

This document has been entered into by the Parties or their duly authorised representatives on the date set out at the beginning of this document.

**Signed** for and on behalf of  
**WORKSHARE LIMITED**  
by:

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)  
)

sign here: \_\_\_\_\_

Authorised signatory

print name: \_\_\_\_\_

**Signed** for and on behalf of  
**[SUPPLIER ENTITY]**  
by:

)  
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sign here: \_\_\_\_\_

Authorised signatory

print name: \_\_\_\_\_