

## **Sample Data Protection Clauses**

*We set out below examples of Data Protection clauses in contracts. They are provided for discussion and information purposes only. They should not be construed as legal advice. You should obtain professional legal advice in relation to your particular contracts and circumstances.*

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### **Example 1 – Long Form**

#### **4. INFORMATION AND DATA**

4.1 Any information and data provided by ..... to the Company and used by the Company directly or indirectly in the performance of this Agreement shall remain at all times the property of the ..... It shall be identified, clearly marked and recorded as such by the Company on all media and in all documentation.

4.2 The Company shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the ..... data and information.

4.3 In the event of termination of this Agreement the Company shall when directed to do so by ....., and instruct all its agents and sub contractors to, erase all information and data provided by .....and all copies of any part of the information and data provided by ..... from the Company's systems and magnetic data.

4.4 The Company agrees to comply and have adequate measures in place to ensure that its staff comply at all times with the provisions and obligations contained in(as amended from time to time):

4.4.1 The Data Protection Act 1998

4.4.2 The Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998

4.4.3 The Consumer Protection Distance Selling Regulations 2000

4.5 All personal data acquired by Company from ..... shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the consent of .....

4.6 Nothing in this Agreement shall oblige ..... to disclose any information to the Company if it is of the view that to do so would be a breach of the Data Protection Act 1998

4.7 The Company shall indemnify ..... for any breach of the legislation in clause 4.4 above which renders ..... liable for any costs, fines, claims or expenses howsoever arising.

4.8 In fulfilment of its obligations under Clause 4.4 the Company will have in place and will maintain at all times the Information Standards which will deal comprehensively with:

4.8.1 The protection of the confidentiality, integrity and security of all and any information supplied to the Company by .....

4.8.2 The audit and accounting procedures in place to deal with the requirements of this clause;

4.8.3 The reliability and training of staff to ensure awareness of (and compliance with) their obligations under clause 4

4.8.4 Any other measures and procedures to ensure that the Company's obligations under the clause 4 are met.

4.9 The Company agrees to:

4.9.1 Provide ..... with such information and access to its premises (upon giving reasonable notice) as ..... may reasonably require to satisfy itself that the Company is complying with the obligations referred to in this clause

4.9.2 Make such application for a change in its notification and take such other steps as may be reasonably practicable to afford ..... access to information which is reasonably required by ..... in connection with or for any purpose connected with its rights and obligations under this Agreement

4.10 The Company shall take all reasonable steps to ensure that all its agents, partners and sub contractors comply with the all the provisions set out above whenever they are procession .....information or data as part of this Agreement.

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## **Example 2 – Short Form**

Where ..... receives any personal data (as defined by the Data Protection Act 1998) (“the Act”) from ....., it shall ensure that it fully complies with the

provisions of the Act and only deals with the data to fulfil its obligations under the contract.

..... shall indemnify ..... for any breach of the Act which renders the latter liable for any costs, claims or expenses.

In fulfilment of its obligations under the Act the Adviser shall each have such systems in place to ensure:

- a) Full compliance with the Act
- b) In particular, compliance with the Seventh Data Protection Principle which deals with the security of personal data
- c) The reliability of all its employees who may be involved in processing the personal data

.....shall take all reasonable steps to ensure that all its partners contractors and agents comply with this clause where they are processing any of .....personal data on behalf of .....

..... shall allow ..... reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the Act as a whole.