

DATA PROCESSING AGREEMENT

SEOL TRUST

AND

RUSKIN MILL TRUST LIMITED

Services and Data Protection Agreement

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THIS AGREEMENT IS BETWEEN

- (1) **SEOL TRUST** a company incorporated and registered in Scotland with company number SC626147 whose registered office is at Quince Cottage, 4 Baxtersyke, Gifford, East Lothian EH41 4PL (“Seol Trust”); and
- (2) **RUSKIN MILL TRUST LIMITED** a company incorporated and registered in England and Wales with company number 07252866 whose registered address is at Ruskin Mill, Millbottom, Old Bristol Road, Nailsworth, Gloucestershire GL6 0LA (the “Provider”).

BACKGROUND

- (A) The Seol Trust wishes to appoint the Provider for the purpose of providing the Services (the “Purpose”).
- (B) This Agreement sets out the terms on which the Provider will process Personal Data while performing the Services for the Seol Trust.
- (C) This Agreement is supplemental to any contract and terms of service.

THE PARTIES agree as follows:-

1 DEFINITIONS AND INTERPRETATION

In this Agreement the definition of all terms will have the meaning as set out in the GDPR and Data Protection Act 2018 and as set out below:

“Services” means the administrative services provided by the Provider’s personnel including but not limited to HR, financial, training, legal and IT services.

2 DATA PROTECTION

- 2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Seol Trust is the Controller and the Provider is the Processor. Unless otherwise agreed in writing, the Processor shall only process the Personal Data (i) on the instructions from Seol Trust and in accordance with this Agreement unless the Provider is required to do otherwise by law; (ii) only process the Personal Data for completing the Services and (iii) only process the Personal Data in the UK with no transfer of the Personal Data outside of the UK and EU
- 2.2 The Provider shall notify the Seol Trust immediately if it considers that any of the Seol Trust’s instructions infringe the Data Protection Legislation.
- 2.3 The Provider shall provide all reasonable assistance to the Seol Trust in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Seol Trust, include:
 - a systematic description of the envisaged processing operations and the purpose of the processing;
 - an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - an assessment of the risks to the rights and freedoms of Data Subjects; and
 - the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- process that Personal Data only in accordance with the Services, unless the Provider is required to do otherwise by Law. If it is so required, the Provider shall promptly notify the Seol Trust before processing the Personal Data, unless prohibited by Law;
- ensure that it has in place Protective Measures, which are appropriate to protect against a Data Breach, which the Seol Trust may reasonably reject (but failure to reject shall not amount to approval by the Seol Trust of the adequacy of the Protective Measures), having taken account of the:
 - nature of the data to be protected;
 - harm that might result from a Data Breach;
 - state of technological development; and
 - cost of implementing any measures;
- ensure that:
 - the Provider Personnel do not process Personal Data except in accordance with this Agreement (and in particular necessary for the provision of the Services);
 - it takes all reasonable steps to ensure the reliability and integrity of any Provider Personnel who have access to the Personal Data and ensure that they:
 - are aware of and comply with the Provider's duties under this clause;
 - are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;
 - are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Seol Trust or as otherwise permitted by this Agreement; and
 - have undergone adequate training in the use, care, protection and handling of Personal Data; and
- not transfer Personal Data outside of the UK and EU unless the prior written consent of the Seol Trust has been obtained and the following conditions are fulfilled:
 - the Seol Trust or the Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Seol Trust;
 - the Data Subject has enforceable rights and effective legal remedies;
 - the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Seol Trust in meeting its obligations); and
 - the Provider complies with any reasonable instructions notified to it in advance by the Seol Trust with respect to the processing of the Personal Data;
- at the written direction of the Seol Trust, delete or return Personal Data (and any copies of it) to the Seol Trust on termination of the Agreement unless the Provider is required by Law to retain the Personal Data.

2.5 The Provider shall provide written notice to the Seol Trust's identified contact immediately if it:

- receives a Data Subject Request (or purported Data Subject Request);
- receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - receives a 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
 - becomes aware of a Data breach.
- 2.6 The Provider's obligation to notify under clause 2.5 shall include the provision of further information to the Seol Trust in phases, as details become available.
- 2.7 Taking into account the nature of the processing, the Provider shall provide the Seol Trust with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 2.5 (and insofar as possible within the timescales reasonably required by the Seol Trust) including by promptly providing:
- the Seol Trust with full details and copies of the complaint, communication or request;
 - such assistance as is reasonably requested by the Seol Trust to enable the Seol Trust to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - the Seol Trust, at its request, with any Personal Data it holds in relation to a Data Subject;
 - assistance as requested by the Seol Trust following any Data Breach;
 - assistance as requested by the Seol Trust with respect to any request from the Information Commissioner's Office, or any consultation by the Seol Trust with the Information Commissioner's Office.
- 2.8 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Provider employs fewer than 250 staff, unless:
- the Seol Trust determines that the processing is not occasional;
 - the Seol Trust determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - the Seol Trust determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Provider shall allow for audits of its Data Processing activity by the Seol Trust or the Seol Trust's designated auditor.
- 2.10 The Provider shall designate a data protection officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Provider must:
- notify the Seol Trust in writing of the intended Sub-processor and processing;
 - obtain the written consent of the Seol Trust;
 - enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - provide the Seol Trust with such information regarding the Sub-processor as the Seol Trust may reasonably require.
- 2.12 The Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 2.13 Either Party may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar

terms forming part of an applicable certification scheme (in either case in accordance with Articles 28(6), 28(7), and 28(8) of the GDPR which shall apply when incorporated by attachment to this Agreement).

- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Seol Trust may on not less than 30 Working Days' notice to the Provider amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 2.15 The Provider shall indemnify the Seol Trust against all liabilities, costs, expenses, damages, and losses (and all other reasonable professional costs and expenses) suffered or incurred by the Seol Trust arising out of or in connection with:
 - any breach of the obligations contained within this clause 0 (Data Protection); or
 - any failure to comply with its obligations as a Processor under the Data Protection Legislation.

3 RIGHTS OF THE SEOL TRUST

- 3.1 The Seol Trust is entitled, on giving at least five Working Days' notice to the Provider, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of the Personal Data.
- 3.2 The requirement under clause to give notice will not apply if the Seol Trust believes that the Provider is in breach of any of its obligations under this Agreement.

4. WARRANTIES

- 4.1 Each Party warrants to the other that it is duly authorised to enter into this Agreement.
- 4.2 The Provider warrants that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Provider agrees and acknowledges that any Intellectual Property Rights in the Personal Data belongs to the Seol Trust and that the Provider does not acquire any rights, title or interest in such Data, save as granted under this Agreement.
- 5.2 The Seol Trust hereby grants the Provider a royalty free licence to process the Personal Data under this Agreement. For the avoidance of doubt, this licence shall terminate automatically on termination of this Agreement.

6 TERM

- 6.1 This Agreement will commence on the date of this Agreement until such time as the Agreement is terminated in accordance with clause 7.

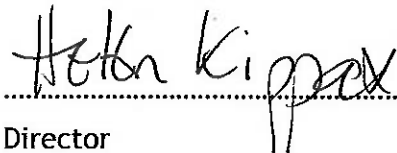
7 TERMINATION

- 7.1 This Agreement will terminate automatically upon completion of the Services;
- 7.2 Termination of this Agreement will not affect any rights, remedies or obligations of the Parties that have accrued or become due prior to termination.

8 GENERAL


- 8.1 Neither Party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other Party.
- 8.2 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.
- 8.3 This Agreement will be governed and construed in accordance with the laws of England and Wales.
- 8.4 The Parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.
- 8.5 This Agreement has been entered into on the date stated at the beginning of it.

Signed by the Seol Trust
acting by two Directors or Director and Secretary


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Director

.....
Director/Secretary

Signed by Ruskin Mill Trust Limited
Acting by two Directors or Director and Secretary


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Director

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Director/Secretary

