

## **Rights and obligations**

7. The processor shall not engage another processor without the specific or general written authorisation of the controller.

8. In the case of general written authorisation, the processor shall inform the controller of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes.

9. The processor processes personal data on the controller's behalf only on the executed instructions under this agreement and in accordance to the terms of this agreement.

10. The processor shall not transfer the personal data outside the European Economic Area unless the controller provides the processor with written instructions or the processor is required to do so by European Union or Member State law to which the processor is subject; in which case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

11. The processor undertakes that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. This includes, but is not limited to, the processor's employees and agents.

12. The processor undertakes that it shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk associated with the nature, scope, context and purposes of the processing under this agreement.

13. The processor undertakes to notify the data controller of a data protection breach affecting the personal data it processes under this agreement immediately, and in any event, no later than 24 hours from the processor becoming aware of the breach.

14. The processor undertakes to assist the controller, where required, to complete a data protection impact assessment.

15. The processor undertakes to assist the controller, where required and in any reasonable way, to fulfil its obligation to respond to requests for the data subjects' exercising their rights under Chapter III of the General Data Protection Regulation.

16. The processor undertakes to delete or return to the controller, as instructed by the controller, all personal data processed under this agreement and undertakes to delete existing copies unless European Union or Member State law requires storage of the personal data.

17. The processor undertakes to make available to the controller all information necessary to demonstrate compliance with Article 28 of the General Data Protection Regulation.

18. The processor undertakes to allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

19. The processor and, where applicable, its representative(s), shall cooperate, on request, with the Information Commissioner's Office (or other supervisory authority) in the performance of the processing activity governed by this agreement.

20. The processor undertakes to inform the controller immediately if, in its view, an instruction by the controller infringes the General Data Protection Regulation or other European Union or Member State data protection provisions.

### **Sub-Contracting**

21. The processor undertakes that if it sub-contracts the processing under this agreement to a third party it will enter into a written agreement with the third party which imposes the same data protection obligations set out in this agreement.

22. Where the sub-contractor fails to fulfil its data protection obligations under its agreement with the processor, the processor shall remain fully liable to the controller for the performance of the sub-contractor's obligations.