

THIRD PARTY NOTICE Data Protection Contract

1. This contract substantiates the terms in which **[NAME OF THIRD PARTY]**, hereinafter referred to as the 'third party', contracts with BUCHANAN MACLEOD as a data processor. This contract shall set out the third-party's obligations, standards and permissions which the third party requires in relation to the processing of data on behalf of BUCHANAN MACLEOD.

2. **For the purposes of this contract, the founding terms are as follows:**

- A. The subject matter of this contract is to enable the third party to carry out instructions on behalf of BUCHANAN MACLEOD.
- B. The duration of the processing of data is as long as the instructions are current until the file is closed.
- C. The third party shall have limited access to all client data of the particular clients in which BUCHANAN MACLEOD instructs the third party, this includes sensitive personal information.

3. **The requirements of the third party in accordance with data are as follows:**

- A. the third party may only process personal data in accordance with BUCHANAN MACLEOD's written instructions unless required to do so by law. The instruction specifies that all data subjects are aware of the data sharing;
- B. the third party must obtain a commitment of confidentiality from anyone it allows to process the personal data, unless they are already under such a duty by law;
- C. the third party is subject to the same Article 32 requirements of the General Data Protection Regulation as BUCHANAN MACLEOD is to keep the personal data it is processing secure, this includes encryption, pseudonymisation, resilience of processing systems and backing up personal data in order to be able to reinstate the system used;
- D. the third party should not pass personal data to another third-party without BUCHANAN MACLEOD's prior specific or general written authorisation;
- E. if another third party is instructed under BUCHANAN MACLEOD's prior general written authorisation, the third-party should let BUCHANAN MACLEOD know of any changes it has made and give BUCHANAN MACLEOD a chance to object to them;
- F. if the third party instructs another third party, then it must impose the contract terms that are required by Article 28.3 of the General Data Protection Regulation on the sub-third-party; and
- G. if the third party instructs another third party, then the original third party will still be liable to BUCHANAN MACLEOD for the compliance of the sub-third party.

4. **The technical and organisational requirements of the third party in accordance with data are as follows:**

Technical and organisational measures shall be in place to allow access to personal data by the client concerned if it is so requested. Generally, this form of request will be handled by BUCHANAN MACLEOD however, should any further information be required from the third party, the technical and organisational measures shall be in place to process this request.

5. In accordance with 3(C) the third party must either:

- A. at the end of the contract, delete all the personal data it has been processing for BUCHANAN MACLEOD; and
- B. an exception to this general rule applies if the third-party is required to retain the personal data by law, including Law Society or other professional bodies' requirements.

The third party shall provide BUCHANAN MACLEOD with all the information required to accord and comply with the provisions above within the contract between BUCHANAN MACLEOD and the third party; the third party shall comply with any audits that BUCHANAN MACLEOD carries out; the third-party shall inform BUCHANAN MACLEOD if it has been instructed to perform an action that does not comply with data protection.

6. This section of the third party contract may not be applicable as it is dependent upon the nature of the processing and information available to the third party; where it does apply, the third party shall assist BUCHANAN MACLEOD after express instruction to:

- A. notify the Information Commissioner's Office of data breaches;
- B. advise the client concerned of the personal data breach;
- C. carry out data protection impact assessments, if necessary; and
- D. consult with the information commissioner's office where a data protection impact assessment indicates an unmitigated high risk to the processing.

BUCHANAN MACLEOD
21st May 2018