



SLIGO
COUNTY COUNCIL
COMHAIRLE CHONTAE SHLIGIGH

Data Processing Agreement

Between

Sligo County Council

&

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Version Control

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Version	Date Issued	Summary of Changes

THIS DATA PROCESSING AGREEMENT is made

BETWEEN:

- (1) Sligo County Council of County Hall, Riverside, Sligo (the "**County Council**"); and
- (2) The processor whose details are listed in Appendix A (the "**Processor**").

Together the "**Parties**" and each a "**Party**".

BACKGROUND:

- A. The Processor has agreed to provide or is already providing the County Council with certain products and/or services.
- B. As part of the provision of such products and/or services by the Processor and for the purposes outlined in Appendix A to this Agreement, the County Council may transfer information (which may constitute personal data under the applicable Data Protection Legislation) to the Processor.
- C. The parties now wish to enter into this Agreement in order to regulate the transfer of personal data by the County Council to the Processor and to ensure that this is carried out in accordance with the applicable Data Protection Legislation.

IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall have the following meanings, unless the context otherwise requires:
 - "**Data Protection Requirements**" means the data protection requirements set out in Appendix B;
 - "**Effective Date**" means the date set out in Appendix A;
 - "**Existing Agreement**" means the [Processor's Terms of Service] **OR** [Services Agreement made between the Parties] available at [insert link] **OR** [appended to this Agreement].
- 1.2 Words referring to the singular only also include the plural and vice versa where the context requires.
- 1.3 In this Agreement, use of the words "include" or "including" are not to be interpreted as words of limitation and the use of these or similar words shall not be given a restrictive meaning because they are followed or preceded by particular examples.
- 1.4 Any reference to a "person" includes any individual, company, body corporate, corporation sole or aggregate, government, state or agency of a state, firm, partnership, joint venture, association, organisation or trust (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 Each reference to a Clause, Paragraph or Appendix is to a Clause or Paragraph of, or an Appendix to, this Agreement unless expressly stated otherwise.

2. PURPOSE AND EFFECT OF THIS AGREEMENT

2.1 In consideration of the mutual covenants herein contained, and for the good and valuable consideration received, the Parties agree that as from the Effective Date, the Data Protection Requirements set out in this Agreement shall apply to the Parties and the Parties shall comply with the Data Protection Requirements accordingly.

2.2 With regard to the processing of personal data, in the event of any conflict or inconsistency between the terms of this Agreement and the Existing Agreement, the terms of this Agreement shall prevail.

2.3 The Parties confirm that this Agreement forms part of and is attached to the Existing Agreement between the Parties. Except as modified by this Agreement, the terms of the Existing Agreement shall remain in full force and effect.

3. DETAILS OF THE DATA PROCESSING

3.1 The Parties agree that any personal data processed by the Processor shall be processed for the purposes stated in Appendix A to this Agreement.

3.2 Further details on the data subjects and the types of personal data to be processed by the Processor are provided at Appendix A to this Agreement.

4. TERM AND TERMINATION

4.1 This Agreement shall commence on the Effective Date and shall continue until the date on which the Processor ceases to process personal data on behalf of the County Council or by agreement in writing between the Parties. For the avoidance of doubt, termination of this Agreement for whatever reason shall not affect the accrued rights or obligations of either Party arising out of this Agreement and all provisions which are expressed to survive this Agreement (or impliedly do so) shall remain in full force and effect.

5. MISCELLANEOUS

Governing Law and Jurisdiction

5.1 This Agreement and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of Ireland.

5.2 The Parties submit to the exclusive jurisdiction of the courts of Ireland to resolve any contractual or non-contractual dispute related to this Agreement.

Assignment

5.3 The Processor shall not, without the prior written consent of the County Council, assign, sublicense, subcontract, mortgage or otherwise transfer or dispose of the whole or any part of this Agreement.

Amendments

- 5.4 Save as expressly provided under this Agreement, no changes, modifications, additions to or amendments of this Agreement shall be effective unless made in writing and signed by a duly authorised representative of each Party.
- 5.5 Subject to clause 5.4. the Parties may amend or replace or vary the terms of this Agreement and/or its Appendices (if necessary) to reflect any changes in the Data Protection Legislation or a new requirement under such law (including without limitation any change that may be required following Brexit to allow the transfer of personal data to be made (or continue to be made) without breaching Data Protection Legislation). "Brexit" means the UK ceasing to be a member state of the European Union, regardless of which countries comprise the UK at such date.

Rights etc. cumulative and waiver

- 5.6 The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.
- 5.7 The exercise or waiver, in whole or in part, of any right, remedy, or duty provided for in this Agreement will not constitute the waiver of any prior, concurrent or subsequent right, remedy, or duty within this Agreement.
- 5.8 Failure or delay by either Party at any time to enforce any term or condition of this Agreement shall not be construed as a waiver by such Party nor affect such Party's right to take any subsequent action.
- 5.9 No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

Severability

- 5.10 In the event any provision of this Agreement is determined to be illegal, unenforceable or void such provision shall be severed and all other provisions of this Agreement shall continue in full force and effect. The Parties hereby undertake to cooperate to replace the illegal, unenforceable or void provision as soon as possible with a new provision that accomplishes a permissible result and achieves an economic effect as similar as possible to the result attempted to be accomplished by the illegal, unenforceable or void provision.

Originals

- 5.11 This Agreement may be signed in two or more original counterparts in English (subject to any mandatory legal requirement which requires otherwise), which shall together constitute the same instrument.

Further assurance

- 5.12 Each Party undertakes, at the request and cost of the requesting Party (unless otherwise agreed or specified in this Agreement) to do all acts and execute all documents which may be necessary to give full effect to this Agreement.

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement on the date first abovementioned.

SIGNED for and on behalf of **Sligo County Council**

By:

Name:

Date:

SIGNED for and on behalf of the **Processor**

By:

Name:

Date:

APPENDIX A: FURTHER DETAILS AND DETAILS OF DATA PROCESSING

1. **EFFECTIVE DATE:** [INSERT DATE]

2. **PROCESSOR DETAILS:**

Name of Processor	
Registered Office	
Company Registration Number	

3. **DETAILS OF DATA PROCESSING**

Description of personal data being processed	
Processing Operations	
Description of individuals whose data is being processed	
Purpose of the data processing	

4. **[DESCRIPTION OF SECURITY MEASURES]**

Summary of technical and organisational security measures applied to the data (including encryption/ access controls/ training/ screening of personnel/ security reviews etc.)	Personnel Measures [insert details]
	Data Privacy Contact [insert details]
	Technical and Organizational Measures
	<u>Data Security</u> [insert details]
	<u>Physical Security</u> [insert details]
	<u>Organizational</u> [insert details]
	<u>Network Security</u>

	[insert details] <u>Application Security</u> [insert details]
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5. [LIST OF SUB-PROCESSORS]

NAME OF SUB-PROCESSOR	PURPOSES OF SUB-PROCESSING

APPENDIX B: DATA PROTECTION REQUIREMENTS

1. DEFINITIONS AND INTERPRETATION

In relation to these Data Protection Requirements, unless the context otherwise requires:

Data Protection Legislation means all applicable laws and regulations relating to the processing of personal data and privacy including the Data Protection Act 2018, the General Data Protection Regulation 2016/679 (the “**GDPR**”) and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated and the terms “data controller”, “data processor”, “process” and “personal data” shall have the meanings given to those terms in such data protection laws and regulations;

Personal Data Breach means any breach of security leading to the accidental or unauthorised destruction, loss, alteration, disclosure of, or access to, personal data; and

Services means the obligations of the Processor under the Existing Agreement which may include the provision of services, software and/or equipment.

2. DATA PROTECTION REQUIREMENTS

2.1 For the purposes of the Data Protection Legislation, the County Council will be the data controller and the Processor will be the data processor in relation to Personal Data collected and processed in connection with this Agreement. The only processing that the Processor is authorised to do is that listed in Appendix A to this Agreement.

2.2 Each party shall comply with the data protection principles specified in Data Protection Legislation that are applicable to it in connection with the Services or the obligations of each party under this Agreement.

2.3 The Processor shall notify the County Council immediately if it considers that any of the County Council’s instructions infringe the Data Protection Legislation.

2.4 The County Council shall comply with all its obligations as data controller, and the Processor will comply with all its obligations as data processor, under the Data Protection Legislation with regard to any personal data as defined in the Data Protection Legislation which is supplied by one party to the other or obtained by a party pursuant to the terms of or in the course of performing this Agreement collected and/or processed in connection with this Agreement and which is more particularly detailed in Appendix A to this Agreement (the “**Personal Data**”).

Data Protection Impact Assessment

2.5 The Processor shall provide all reasonable assistance to the County Council in the preparation of any assessment by the County Council of the impact of the envisaged processing on the protection of Personal Data (“**Data Protection Impact Assessment**”) prior to commencing any processing. Such assistance may, at the discretion of the County Council, include:

2.5.1 a systematic description of the envisaged processing operations and the purpose of the processing;

2.5.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

- 2.5.3 an assessment of the risks to the rights and freedoms of data subjects; and
- 2.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

Processor's obligations

- 2.6 The Processor acknowledges and agrees that it will receive and process certain Personal Data in order and for as long as is necessary to provide the Services and to perform its obligations under this Agreement.
- 2.7 The Processor acknowledges and agrees that it will:
 - 2.7.1 ensure that its internal operating systems only permit properly authorised staff to access Personal Data;
 - 2.7.2 designate a data protection officer if required by the Data Protection Legislation;
 - 2.7.3 provide appropriate training to its staff with respect to:
 - (a) the correct handling of Personal Data so as to minimise the risk of security breaches; and
 - (b) the requirements of the applicable Data Protection Legislation;
 - 2.7.4 only process Personal Data in accordance with the County Council's written instructions, unless required to process Personal Data other than as instructed by European Union or Member State law, in which case the Processor shall inform the County Council in accordance with clause 2.15, except where prohibited by such law from doing so and shall in any event, cease the processing pending receipt of further instructions from the County Council in relation to the processing;
 - 2.7.5 take such reasonable steps to ensure the reliability and integrity of its employees, agents, contractors etc. who have access to the Personal Data to ensure that they:
 - (a) are aware of and comply with the Processor's duties under this clause;
 - (b) are subject to appropriate confidentiality undertakings with the Processor or any sub-processor;
 - (c) 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 County Council or as otherwise permitted by this Agreement; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data as described above in clause 2.7.3.
 - 2.7.6 not modify, amend or alter the contents of the Personal Data, except as directed by the County Council; and
 - 2.7.7 not delete data/records unless in compliance with the County Council's own record retention policy and only then with pre-authorisation of the County Council as Data Controller

- 2.7.8 ensure that only those staff who have been authorised to use the Processor's systems have access to the systems.

Obligations of Data Controller

- 2.7.9 In consideration of the obligations undertaken by the Data Processor the Data Controller agrees that it shall ensure that it complies with all times with the Act, and, in particular, the Data Controller shall ensure that any disclosure of Personal Data made by it to the Data Processor is made with the data subject's consent or is otherwise lawful.

Security Measures

- 2.8 The Processor shall implement appropriate technical and organisational measures (in particular those required under the GDPR) to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Personal Data in accordance with the Processor's obligations under Data Protection Legislation (the "**Security Measures**"). The Security Measures may include as appropriate:
 - 2.8.1 the pseudonymisation and encryption of Personal Data;
 - 2.8.2 the ability to ensure the ongoing confidentiality, integrity and availability of the Personal Data and resilience of the Processor's systems used for such processing;
 - 2.8.3 the ability to restore the availability and access to the Personal Data, in a timely manner but no later than 24 hours, in the event of a physical or technical incident; and
 - 2.8.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 2.9 The Processor shall take the necessary precautions for the prevention of unauthorised access to, unauthorised disclosure of or other unauthorised processing of the Personal Data and in particular shall:
 - 2.9.1 keep all Personal Data obtained from the County Council or otherwise relating to the Existing Agreement separate from all documents and other records of the Processor;
 - 2.9.2 only make such copies of the Personal Data as are necessary for the purposes of supplying the Services to the County Council;
 - 2.9.3 mark all documentation containing the Personal Data as being subject to the terms of this Agreement and indicate that it is contrary to the terms of this Agreement to copy, disclose or use in any manner or fashion such documentation without the prior written consent of the County Council; and
 - 2.9.4 have all necessary access controls in place to include authentication and authorisation for access to Personal Data to ensure its security and confidentiality.
- 2.10 The County Council may notify the Processor immediately in the event that it does not consider that the Security Measures ensure an appropriate level of security for Personal Data and the County Council shall notify the Processor of any additional or amended security controls or measures which the County Council considers in its reasonable opinion are necessary to ensure compliance with Data Protection Legislation. The Processor agrees to implement such additional security controls or measures as are necessary to ensure compliance with the Security Measures.
- 2.11 The Processor must ensure the security of Personal Data stored on all fixed and mobile devices, including desktop computers, servers and mobile computer devices (e.g. laptops, notes, tablets, personal data assistants, BlackBerry-enabled devices, iPads, iPhones and other smart type devices,

etc.) and removal storage devices (e.g. CD, DVD, portable hard drives, Diskettes, ZIP disks, Magnetic tapes, etc.).

2.11.1 Only in exceptional circumstances and with the written consent of the County Council, should the Processor hold Personal Data on mobile computing or removable storage devices. Should the business requirements necessitate the holding of Personal Data on such devices then the Processor shall ensure that only Personal Data absolutely necessary for their purpose is stored in this format. The Processor will delete or return all copies of the Personal Data after the business requirements have been fulfilled, or earlier upon the written request of the County Council.

2.11.2 Where the use of mobile computing or removal storage devices is a necessity then the Processor will take all necessary precautions to ensure the safety of these devices from theft, loss and unauthorised access. As a minimum all mobile computing and removal storage devices must be appropriately secured including by means of strong encryption and protected by the use of strong complex passwords.

2.11.3 Under no circumstances, encrypted or otherwise, is the Processor sanctioned by the Controller to download or store Personal Data on USB memory sticks/keys or portable storage device.

2.12 Ensure the security of the Personal Data in transit (including by way of electronic transit/ transit by way of electronic communication). Where it is necessary to transfer the Personal Data, the Processor must take all necessary precautions to ensure the security of the Personal Data before, during and after transit.

2.12.1 The Processor shall ensure that all transfers of the Personal Data are legal, justifiable, and only the minimum Personal Data absolutely necessary for a given purpose is transferred.

2.12.2 All transfers of Personal Data should, where possible, only take place electronically via secure on-line channels or electronic mail. Where the Processor transfers Personal Data electronically, in any form and by any means, the Personal Data must be encrypted using strong encryption.

2.12.3 Where it is not possible to transfer the Personal Data electronically, the Personal Data must be encrypted when being copied to a mobile storage device (with the exception of USB memory sticks/keys) and transported manually. The encryption methods used must be strong and sufficient to ensure the security of the Personal Data. Encrypted mobile storage media, should wherever possible, be hand delivered by the Processor to, and be signed for by, the intended recipient. If this is not possible, the use of registered post or some other secured, certifiable delivery method must be used.

2.13 The Processor agrees and warrants that the Security Measures are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of Personal Data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art and the cost of their implementation.

Disclosing Personal Data

- 2.14 Without limiting the Processor's other obligations under this clause 2, the Processor:
- 2.14.1 may disclose Personal Data to its staff but only those who:
 - (a) need to know for the purpose of this Agreement and the Existing Agreement (and only to that extent);
 - (b) have been trained in accordance with clause 2.7.3;
 - 2.14.2 may only disclose Personal Data to third parties who are subject to a binding contract to keep the Personal Data confidential (or are under an appropriate statutory obligation of confidentiality); and
 - 2.14.3 may only disclose Personal Data to any other person with the prior written consent of the County Council and, where the County Council provides its consent, only where the person is subject to a binding commitment to keep the Personal Data confidential (or are under an appropriate statutory obligation of confidentiality).
- 2.15 If the Processor or the Processor's staff are required by law and/or an order of any court or competent jurisdiction or any regulatory, judicial or governmental body to disclose the Personal Data, the Processor shall, except where prohibited by law, first:
- 2.15.1 give the County Council notice of the details of the proposed disclosure unless that law prohibits such information on important grounds of public interest;
 - 2.15.2 give the County Council a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the Personal Data including but not limited to seeking such judicial redress as the County Council may see fit in the circumstances;
 - 2.15.3 give any assistance reasonably required by the County Council to protect the confidentiality of the Personal Data; and
 - 2.15.4 inform the proposed disclosee that the information is confidential Personal Data.

Sub-Processors

- 2.16 Without limiting the Processor's other obligations under this Agreement, the Processor shall not engage any sub-processors to process Personal Data without the prior written consent of the County Council. If the Processor engages any sub-processor to process any Personal Data, the Processor shall impose on such sub-processor, by means of a written contract, the same data protection and security obligations as set out in this Agreement.
- 2.17 The Processor shall inform the County Council of any intended changes concerning the addition or replacement of any sub-processors and shall not make any such changes without the prior written consent of the County Council.
- 2.18 The Processor shall remain liable to the County Council for processing by such sub-processors as if the processing was being conducted by the Processor.

Data Transfers

- 2.19 The Processor will not transfer any Personal Data out of the European Economic Area

- 2.20 In the event that there ceases to exist any valid data transfer mechanism which would enable the Personal Data to be lawfully transferred by the County Council to the Processor, the County Council shall be entitled to terminate this Agreement by giving a minimum of 30 days' prior written notice to the Processor.

Assistance

- 2.21 Each party shall co-operate with the other party to the extent necessary to enable that party to comply with any requests of the Data Protection Commission or other competent supervisory authority in respect of the Personal Data.
- 2.22 The Processor shall:
- 2.22.1 fully co-operate with and assist the County Council in complying with its obligations under the Data Protection Legislation including but not limited to demonstrating compliance with the GDPR;
 - 2.22.2 make available to the County Council all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the County Council or another auditor mandated by the County Council;
 - 2.22.3 immediately inform the County Council if, in its opinion, an instruction given or request made pursuant to this clause 2 infringes Data Protection Legislation;
 - 2.22.4 taking into account the nature of the processing, provide such assistance including by using appropriate technical and organisational measures as the County Council may require for the fulfilment of the County Council's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
 - 2.22.5 provide such reasonable co-operation and assistance as the County Council may require to enable the County Council to comply with its obligations and in particular those obligations under Articles 32-36 of the GDPR including without limitation to notify the County Council without undue delay and in any event within 24 hours following the Processor becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data ("**Personal Data Breach**");
 - 2.22.6 immediately notify the County Council of any monitoring activities and measures undertaken by the Data Protection Commission that supervises the applicable data protection legislation;
 - 2.22.7 provide such reasonable co-operation and assistance as the County Council may require to enable the County Council to comply with its obligations to provide information about the collection, processing or usage of Personal Data to a data subject;
 - 2.22.8 immediately notify the County Council if it receives any communication from the Data Protection Commission or any other regulatory or supervisory authority in connection with Personal Data processed under this Agreement;
 - 2.22.9 deal promptly and properly with all inquiries from the County Council relating to its processing of the Personal Data;

- 2.22.10 if the Processor receives any request from any person to access, correct, restrict or erase Personal Data, the Processor shall, within 48 hours, notify the County Council and provide the County Council with the full details of that request;
- 2.22.11 where the Processor has notified the County Council of any request from a data subject their obligation to notify the County Council shall include the provision of further information to the County Council in its entirety or, as details become available; and
- 2.22.12 ensure that the Personal Data is not in any way used, manipulated, distributed, copied or processed for any other purpose than for the fulfilment of the contractual obligations as explicitly agreed upon and arising from this Agreement.

Audit

- 2.23 The Processor shall provide the County Council or its representatives, upon reasonable notice in writing from the County Council to the Processor with reasonable access to all relevant systems (including the Processor's systems), staff, records and information of the Processor for the purpose of inspecting, testing and auditing the Security Measures operated by the Processor and for the purpose of confirming the Processor's compliance with its obligations under this Agreement and with Data Protection Legislation. The Processor shall promptly implement any requirement made by the County Council to improve the Security Measures.

Information Obligations

- 2.24 If the Processor cannot provide compliance or foresees that it cannot comply with its obligations as set out in this Agreement, for whatever reasons, it agrees to promptly inform the County Council of its inability to comply, in which case the County Council is entitled to suspend the transfer of Personal Data.
- 2.25 The Processor will promptly notify the County Council about:
 - 2.25.1 any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; and
 - 2.25.2 any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so.

Termination/Expiry

- 2.26 On termination or expiry of this Agreement (or at any other time on request by the County Council), the Processor shall return or permanently erase, at the election of the County Council, all copies of Personal Data received and/or processed by it under this Agreement unless European Union or Member State law requires retention of the Personal Data.
- 2.27 Without prejudice to the generality of the foregoing:-
 - 2.27.1 Where the County Council has requested that the Processor return Personal Data, such Personal Data shall be returned from the Processor to the County Council in a commonly used electronic format;
 - 2.27.2 Where the County Council has requested that the Processor securely deletes the Personal Data the Processor shall ensure that the Personal Data is permanently deleted from any of the Processor's systems or devices which were used to store the Personal Data and from those of any third parties to whom the Processor has disclosed and/or permitted access to

the Personal Data save in the case of Personal Data to the extent that European Union or Member State law requires storage or retention of the Personal Data;

2.27.3 Where the Processor is required for legal or regulatory compliance to retain a copy of any Personal Data, the Processor shall provide the County Council in writing with full details or any Personal Data they are proposing to retain and the details of the legal and regulatory obligations governing this action;

2.27.4 Without prejudice to the obligations in Clause 2.27.3 above, in circumstances where European Union or Irish law requires the Processor to retain any Personal Data which the County Council has shared with the Processor, the Processor shall provide the County Council in writing with full details of any Personal Data they are legally required to retain and the details of the European Union or Irish legal obligations governing this action, and ensure that the Personal Data retained by them is anonymized or pseudonymised by them to the County Council's satisfaction and in a manner and to a standard which is satisfactory under European Union law (including, without limitation, the GDPR).

2.28 The provisions of this clause 2 shall survive the term of this Agreement until the Processor has returned or destroyed all Personal Data in accordance with clause 2.26.

Miscellaneous

2.29 Notwithstanding any other clause in this Agreement the County Council may, at any time on not less than 30 days' notice, revise this clause 2 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

2.30 The Parties agree to take account of any guidance issues by the Data Protection Commission's Office and/or the European Data Protection Board. Notwithstanding any other clause in this Agreement the County Council may, on not less than 30 days' notice to the Processor, amend this clause 2 to ensure that it complies with any guidance issued by the Data Protection Commission's Office.

Indemnity

2.31 Notwithstanding any other provision of this Agreement the Processor shall defend, hold harmless, fully indemnify and keep fully indemnified the County Council against all losses, fines, damages, liabilities, legal fees, costs and expenses, claims whatsoever and howsoever arising incurred or suffered by the County Council in connection with any breach of this Agreement and/or breach of Data Protection Legislation by the Processor and/or its sub-processors.

