

# MDE GDPR Update

24th May 2018

## **General Data Protection Regulation – amendments to our service provision.**

As you are likely to be aware, the General Data Protection Regulations 2017/679 (GDPR) comes into force in the UK on 25<sup>th</sup> May 2018. The GDPR aims to protect the privacy of all EU citizens and prevent data breaches and will apply to any public or private organisation processing personal data.

The GDPR specifies that any processing of personal data by a data processor must be governed by certain provisions. In order to be compliant, when processing the personal data of our employees, MDE will be acting in accordance with the terms set out below. The GDPR also imposes obligations on you as the data controller; these too are set out below.

From 25<sup>th</sup> May 2018, the terms of this addendum shall apply in full to the services provided by MDE.

Yours faithfully

MDE Team

## **DATA PROTECTION ADDENDUM:**

This Data Protection Addendum ("**Addendum**") forms part of the Service Level Agreement ("**Principal Agreement**") between: (i) MDE Installations Limited and (ii) your Company

### **WHEREAS:**

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalised terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

The parties agree that this Agreement and any dispute arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with the laws of Northern Ireland, and the parties submit to the jurisdiction of the Northern Irish Courts.

## **DEFINITIONS:**

In this Addendum, the following terms shall have the meanings set out below and cognate terms shall accordingly:

- a) "Special Categories of Data", "Process/Processing", "Data Subject "and "Supervisory Body "shall have the same meaning as in the Data Protection Legislation;
- b) "Employee/Subcontractor/Supplier/Client" means contacts of the MDE.
- c) "Reportable Breach" means any actual, threatened or suspected unauthorised or unlawful processing, disclosure or, or access to Data and/or ay accidental or unlawful destruction of, loss of, alteration to, or corruption of data;
- d) "Technical and Organisational Security Measures "means those measures aimed at protecting Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of Data over a network, and against all other unlawful forms of processing.

## 1. DATA PROCESSING UNDER THIS AGREEMENT:

- 1.1.1 MDE shall only Process Data in accordance with the MDE's instructions and all Processing shall be in compliance with the Data Protection Legislation.  
Processing may include:
1. Processing in respect of the Services
  2. Secure storage of Data
  3. Deletion of Data
  4. Transfer of Data to third parties
  5. Receipt of Data from third parties
  6. Use of Data for statistical analysis
- 1.2. MDE agrees that for the purpose of the Services they will collect Data about their Employee/Subcontractor/Supplier/Client, which may include Special Categories of Data.
- 1.3. MDE will only provide third parties with this Data where it is necessary in order for them to provide a service under this Agreement, for claims handling and for the detection and prevention of crime (including fraud) or as required by Applicable Law.
- 1.4. MDE will hold Employee/Subcontractor/Supplier/Client Data for the duration of the Agreement and for such period as is necessary after termination of this Agreement for it to fulfil its obligations for insurance purposes and/or in accordance with Applicable Laws.

## 2. MDE OBLIGATIONS

- 2.1 MDE will treat all the information and Data gathered as a result of this Agreement as strictly confidential. The information and Data shall only be disclosed to the officers and employees of MDE who need to know the same and shall only be used by them for the purposes of satisfying the obligations in this Agreement
- 2.2 MDE will take all necessary steps to ensure the reliability of such officers and employees and shall ensure that such officers and employees are contractually bound to respect the confidentiality of the information and Data gathered as a result of this Agreement.
- 2.3 MDE shall ensure that all Data is kept securely and in accordance with the Data Protection Legislation and shall at all times implement and maintain appropriate Technical and Organisational Security Measures against unauthorised or unlawful Processing or accidental loss, damage, destruction, alteration or disclosure of data gathered under this Agreement.
- 2.4 MDE shall not assign or transfer the whole or any part of the Data Processing activity to be performed under this Agreement without the prior written consent of the Employee/Subcontractor/Supplier/Client, which is not to be unreasonably withheld or delayed. Where the Employee/Subcontractor/Supplier/Client provides the prior specific written authorisation for such engagement, MDE shall enter into a written agreement with such processor, subcontractor or other third party which is equivalent to and no less onerous than, the terms set out in this Schedule 3 and MDE shall remain fully liable to the Employee/Subcontractor/Supplier/Client for the performance of such processor, subcontractor or other third party.
- 2.5 MDE will promptly provide to the Employee/Subcontractor/Supplier/Client such information, co-operation and assistance as the Employee/Subcontractor/Supplier/Client may from time to time reasonably require to enable it to comply with its obligations under the Data Protection Legislation including:
- (a) providing the Employee/Subcontractor/Supplier/Client with such information as is reasonably requested by the Employee/Subcontractor/Supplier/Client in order to demonstrate compliance with MDE's compliance with its obligations contained in this paragraph 3.5(a);
  - (b) assisting the Employee/Subcontractor/MDE's obligation to respond to requests for exercising of Data Subject rights (including access requests) set out in Data Protection Legislation; and
  - (c) notifying the Employee/Subcontractor/Supplier/Client of any Reportable Breach as soon as possible, and no more than 72 hours, of MDE becoming aware of the same and providing the Employee/Subcontractor/Supplier/Client with such reasonable assistance and information in relation to such Reportable Breach as the Employee/Subcontractor/Supplier/Client requires

### **3. EMPLOYEES/SUBCONTRACTORS/SUPPLIERS' OBLIGATIONS:**

Employee/Subcontractor/Supplier/Client shall ensure that they have all required all necessary consents and will provide in receipt of the Services (or to which Data provided to MDE relates) all such information as may be reasonably necessary to ensure that MDE may Process any Data on its behalf.

Employees/Subcontractors/Suppliers shall promptly refer to MDE any request for access (including any subject access requests) or changes to their Data held by MDE. This includes, upon the Employee's /Subcontractors/ Supplier's written request and to the extent permitted by Data Protection Legislation, promptly providing, at no charge to the Employee/Subcontractor/Supplier, such copies of any Data in the possession or control of MDE which are requested by the Employee/Subcontractor/Supplier.

### **4. DATA BREACHES:**

- 4.1 Each Party shall inform the other Party (including by way of email notification) and any supervisory or government body, including the Information Commissioner's Office (as applicable) in the event of any serious interruption of MDE 's Processing operations and/or any Reportable Breach.
- 4.2 Each Party shall also provide the other Party with a detailed description of the Reportable Breach and provide all reasonable assistance to the other Party in remedying and/or investigating such breach and if necessary both Parties will take appropriate measures to prevent such Reportable Breach from re-occurring.

### **5. EEA TRANSFER:**

MDE shall not transfer Data to a country or international organisation located outside the European Economic Area ("EEA") or, in the event the United Kingdom ceases to be a member of the EEA, outside the United Kingdom without the prior written consent of the Employee/Subcontractor/Supplier and, where the Employee/Subcontractor/ Supplier/Client's consents to such transfer MDE shall ensure that the third country or international organisation to which the Data is transferred ensures an adequate level of protection to such Data, or that appropriate safeguards for such Data are provided for such that the transfer is made in compliance with the obligations on MDE and the Employee/Subcontractor/Supplier/Client under the Data Protection Legislation.

### **6. RECORDS/INSPECTION:**

- 6.1 Upon sufficient notice from the Employee/Subcontractor/Supplier/Client, MDE will promptly provide all information as the Employee/Subcontractor/Supplier/Client may reasonably require in order to ascertain compliance by MDE with the provisions of this Agreement and Data Protection Legislation.
- 6.2 MDE shall maintain written records of all the processing activities carried out on behalf of the Employee/ Subcontractor/Supplier/Client under this Agreement. MDE shall make these records available to the Employee/Subcontractor/Supplier/Client if and when required upon written request

### **7. INDEMNITY:**

Each Party shall fully and on demand indemnify and keep indemnified the other Party against any and all claims, demands, actions and proceedings and any and all losses (including indirect losses, loss of and corruption of Data, loss of reputation, goodwill and profits), damages, costs, expenses, fines, penalties and liabilities suffered, sustained or incurred by the Party arising directly from the other Party breaching or not complying with this clause and/or the Data Protection Legislation.

### **8. COOPERATION WITH SUPERVISORY BODIES:**

The Parties agree to deposit a copy of this Agreement with the supervisory body if it so requests or if such deposit is required under Data Protection Legislation.

How to contact us regarding data or personal information

**Contact information**

Questions regarding this policy or complaints about our practices should be sent for the attention of MDE's Data Control Officer at either MDE Office, 12 Killycurragh Road, Omagh, Co Tyrone, BT79 7QU or to Suite 2, Garvan House, Main Street, Ballybofey, Co Donegal, F93 FK2E.

We will investigate all complaints and attempt to resolve those that we find are justified. If necessary, we will amend our policies and procedures to ensure that other individuals do not experience the same problem.

If you have any questions or comments you may contact MDE's Data Protection Officer, Geraldine Bradley, please email [geraldine@mdeinstallations.com](mailto:geraldine@mdeinstallations.com)

**Complaints about our handling or protection of personal information**

If you are not satisfied with how we handle and protect personal information, you have the right to complain to the Data Protection Authority in your country. In the UK, this is the ICO and their contact details are

Information Commissioner's Office  
The Information Commissioner's Office – Northern Ireland  
3rd Floor  
14 Cromac Place,  
Belfast  
BT7 2JB

Telephone: 028 9027 8757 / 0303 123 1114  
Email: [ni@ico.org.uk](mailto:ni@ico.org.uk)