DATA PROTECTION TERMS OF BUSINESS

PERSONAL DATA

This document relates to the processing of personal data as defined by the Data Protection Act 1998 and the European General Data Protection Regulation 2018 (GDPR).

'Personal data' is defined in Article 2 of the Directive by reference to whether information relates to an identified or identifiable individual.

The Law and Regulations covering data protection and use of personal data are changing in May 2018. Personal data is information about a person which that individual "owns". Everyone has rights to prevent it being used by others without their consent, other than for the enforcement of law.

Personal data collected by NDC during its survey activities includes, but is not limited to, vehicle registration plates and interview data.

Nationwide Data Collection is registered with the Information Commissioners Office, Registration Reference - Z1633744

CHANGES TO DATA COLLECTION AND PROCESSING

Registration Plate Data

The GDPR requires informed consent in order to use an individual's personal data. The Information Commissioners Office (ICO) has ruled that vehicle registration plates are deemed personally identifiable data, see example references below.

ICO References –
https://ico.org.uk/media/about-the-ico/consultation-responses/2015/1431796/ico-response-to-dclg-parking-reform-consultation.pdf

https://ico.org.uk/media/action-weve-taken/decision-notices/2014/1042956/fs_50556881.pdf

As we are unable to obtain consent from individuals for vehicle registration plate surveys, we can no longer provide our clients with full vehicle registration plates from any survey involving the collection of vehicle registration plate data. All registrations will therefore be truncated before issue to the client.

Interview Surveys

To avoid interview data becoming personally identifiable data (PID) we will no longer collect the house name / number associated with the "Home" addresses – only the road name, town and postcode will be collected. As address data is normally coded to full postcodes prior to issue to the client, the lack of house names or numbers may result in some difficulties obtaining accurate postcodes, particularly on very long roads. If this proves to be an issue we will liaise with the client to agree a workable solution.

PID does not apply to trip purposes other than an individual's "Home" address - full address details can be collected for all other trip purposes.

NDC Data Protection Terms of Business
May 2018

Where self-completion interview surveys are undertaken the same criteria will apply, i.e. house names / numbers will not be collected.

To encourage responses some clients may wish to offer a prize draw as an incentive. If this situation occurs we will need to collect some PID such as the respondents name and contact details in order to administer the prize draw. The respondent will need to provide consent for this information to be collected and stored for the purpose of the project, after which it would be deleted.

CHANGES TO TERMS OF BUSINESS

To reflect the change in the law, we are making a change to our terms of business. This change is set out in the new Data Protection Clauses in this document, which will apply with immediate effect to all contracts which we have with you.

Changes to data protection are as a result of the GDPR coming into law. This affects every business in the UK and provided that we are prepared it will not cause any problems.

This provision will be incorporated into our contracts with you. If you do feel this may cause you any difficulty then please contact NDC.

Definitions for purposes of this clause only:

"We "Our" "The Company" means Nationwide Data Collection Ltd (NDC).

"You" "Your" means you, the other party each Contract entered into by the Company with you.

"The Contract" means each Contract between us.

"Data Protection Laws" means the General Data Protection Regulation, the Data Protection Act and any data protection principles published by the Information Commissioners Office or any restatement or update or amendment thereto published from time to time and only for the period and purpose required by the terms of the Contract.

"Personal Data" means personal information belonging to an individual as provided in the Data Protection Act 1998.

1. **Confidentiality and Data Processing**

    1.1. For the purposes of this clause 1, the following definitions will apply;-

       1.1.1. Confidential Information - all information (whether commercial, financial, technical or otherwise) relating to the disclosing party, its business, sub-contractors, other clients and suppliers, disclosed to or otherwise obtained by the recipient party under or in connection with this Agreement and which is designated as being confidential or which is by its nature clearly confidential;

       1.1.2. **Controller**, **Data Subject**, **Personal Data**, **Processor, International Organisation** - shall have the respective meanings given to them in GDPR from time to time (and related expressions, including **process**, **processed**, **processing**, and **processes** shall be construed accordingly);

1.1.3.**GDPR -** The General Data Protection Regulation (EU) 2016/679, and any laws which implement GDPR or replace, extend, re-enact, consolidate or amend it;

1.1.4.**Protected Data** means Personal Data received from or on behalf of the Client in connection with the performance of NDC's obligations under this Agreement; and

1.1.5.**Sub-Processor** means any agent, subcontractor or other third party (excluding its employees) engaged by NDC for carrying out any processing activities on behalf of the Client in respect of the Protected Data.

1.2.   Each party undertakes in respect of Confidential Information for which it is the recipient;-

1.2.1.to treat such Confidential Information as confidential;

1.2.2.not without the disclosing party's prior written consent to communicate or disclose any part of such Confidential Information to any person except;-

- only to those employees, agents, sub-contractors and other suppliers on a need to know basis who are directly involved in the Agreement;

- the recipient's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the recipient.

1.3.   The obligations in clause 1.2 will not apply to any Confidential Information which is;-

1.3.1.in the recipient's possession (with full right to disclose) before receiving it;

1.3.2.or becomes public knowledge other than by breach of this clause;

1.3.3.independently developed by the recipient without access to or use of the Confidential Information; or

1.3.4.lawfully received from a third party (with full right to disclose).

1.4.   The parties agree that the Client is a Controller and that NDC is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Client shall at all times comply with GDPR in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to NDC in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with GDPR.

1.5.   NDC shall process Protected Data in compliance with the obligations placed on it under GDPR and the terms of this Agreement.

1.6.   The Client shall indemnify and keep indemnified NDC against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or

imposed by, a supervisory authority) arising out of or in connection with any breach by the Client of its obligations under this clause 14.

1.7. NDC shall:

1.7.1. only process (and shall ensure its employees and Sub-Processors only process) Protected Data in accordance with clause 1.13 and this Agreement (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so); and

1.7.2. if NDC believes that any instruction received by it from the Client is likely to infringe GDPR, promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

1.8. NDC shall not, without the prior written authorisation of the Client, permit any processing of Protected Data by any agent, subcontractor or other third party, except by any Sub-Processors, or by any employees of NDC or of any Sub-Processors acting in the course of their employment, provided that any Sub-Processor and any direct employee of NDC is subject to an enforceable written obligation of confidence with regards to the Protected Data, and NDC will ensure that such Sub-Processors and direct employees comply with all such obligations.

1.9. NDC shall (at the Client's cost):

1.9.1. assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of GDPR, taking into account the nature of the processing and the information available to NDC; and

1.9.2. taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of GDPR in respect of any Protected Data.

1.10. NDC shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the UK or to any International Organisation without the prior written consent of the Client.

1.11. NDC shall, in accordance with GDPR, make available to the Client such information that is in its possession or control as is reasonably necessary to demonstrate NDC's compliance with the obligations placed on it under this clause 1 and to demonstrate compliance with the obligations on each party imposed by Article 28 of GDPR.

1.12. On the termination of this Agreement, at the Client's cost and the Client's option, NDC shall either return any Protected Data to the Client or securely dispose of such Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires NDC to store such Protected Data.

1.13. Data processing details - Processing of any Protected Data by NDC under this Agreement shall be for the subject-matter, duration, nature and purposes set out in this clause 1.13;-

1.13.1. Subject-matter of processing – Any Protected Data belonging to the Client, stored on the Client's System or otherwise provided to NDC by the Client under this Agreement;

1.13.2. Duration of the processing – The duration of this Agreement;

1.13.3. Nature and purposes of the processing – In connection with the performance by NDC of its obligations under this Agreement including the provision of Services, Support Services, the supply and/or installation/commissioning of Hardware and the provision of Third Party Software. Processing may include formatting or reformatting, scanning for malware, copying for backup and security purposes, testing and monitoring the System or any part of it, support, fault-finding and correction, communicating with the Client, provision of updates and marketing information.

1.14. Technical and organisational security measures – Taking into account the state of technical development, the costs of implementation and the nature, scope, context and purposes of the processing of any Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, NDC shall implement technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(a) to 32(d) (inclusive) of GDPR.

1.15. This clause 15 will continue in force notwithstanding the termination of this Agreement for any reason. Following termination, each party shall, at the other party's option, return or destroy all Confidential Information of the other party.