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# Data Protection

## The parties consider the sharing of certain Personal Data of delegates to the Event(s) is necessary to enable the parties, both acting as Data Controllers, to fulfil their obligations and exercise their rights under this agreement.

## The parties agree to only share, Process and use relevant Personal Data in accordance with clause 11.1 during the Term of this agreement, shared by INSOL EUROPE under this agreement, for the purpose of inviting delegates of the Event(s) to private VIP or official events taking place during or in connection with each Event (the “**Functions**”), such Functions to be approved in advance by INSOL EUROPE, and for such other purposes as may be agreed between the parties in writing (the “**Agreed Purposes**”).

## The following types of Personal Data may be shared between the parties in connection with the Agreed Purposes:

### Identity data, including a Data Subject’s title, name, surname, gender; and

### Contact data, including a Data Subject’s email address, postal address and/or telephone number.

## No “special category personal data” (as identified in Article 9(1) of GDPR, together with any information concerning criminal convictions) will be shared by either party in connection with this agreement.

## Each party shall:

### appoint a single point of contact (“**SPoC**”) who will work together with the other party’s SPoC to reach an agreement with regards to any issues arising from the data sharing activity envisaged under this clause 11 and to actively improve the effectiveness of the data sharing initiative. Each party will notify the other of the identity of their SPoC;

### comply at all times with all applicable requirements of the Data Protection Legislation in connection with the Processing of the Personal Data shared between the parties for the purpose of performing this agreement;

### use their reasonable endeavours to comply with the Information Commissioner’s Data Sharing Code of Practice of May 2011 (as updated or amended from time to time), and any other relevant professional guidance and voluntary industry codes;

### not share Personal Data which is irrelevant or excessive having regard to the Agreed Purpose;

### ensure that the Personal Data shared with the other party is accurate and up to date;

### Process the shared Personal Data fairly and lawfully and in accordance with the Data Protection Legislation, and only where one or more legal ground for doing so applies;

### inform Data Subjects of all matters required by the Data Protection Legislation;

### not retain or Process the shared Personal Data for longer than is necessary to carry out the Agreed Purposes unless in accordance with the Data Protection Legislation. For the avoidance of doubt, the Sponsor must not Process any Personal Data shared by INSOL EUROPE after the termination or expiry of this agreement unless it has established a legal basis for Processing such Personal Data outside of this agreement including without limitation obtaining the consent of Data Subjects to such Processing where required;

### ensure that any shared Personal Data is returned to the sending party or destroyed upon the termination or expiry of this agreement, or if the retention of the shared Personal Data is no longer necessary for the Agreed Purposes;

### provide such assistance as is reasonably necessary to enable the other party to comply with any request made by a Data Subject to exercise their rights under the Data Protection Legislation in respect of shared Personal Data;

### erase all Personal Data relating to a Data Subject who makes such a request in accordance with the Data Protection Legislation unless the Processing of the Personal Data is necessary pursuant to the Data Protection Legislation;

### only provide the shared Personal Data to the other party by using secure methods and ensure that it has in place appropriate technical and organisational security measures in accordance with the Data Protection Legislation;

### not disclose or transfer the shared Personal Data received from the other party to any third party except where written permission has been obtained from the other party and where such permission is granted, ensure that all permitted recipients are subject to written contractual obligations concerning the shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

### not disclose or transfer the shared Personal Data received from the other party outside the European Economic Area except where written permission has been obtained from the other party and where the transfer complies with Chapter V of GDPR;

### ensure that its staff members are appropriately trained to handle and process the shared Personal Data in accordance the Data Protection Legislation;

### notify the other party as soon as possible, and in any event within 1 Business Day of any data security breach (being a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data) concerning the shared Personal Data and provide such assistance as is reasonably necessary to the other party to facilitate the handling of any data security breach in an expeditious and compliant manner;

### in the event of a dispute or claim brought by a Data Subject or the Information Commissioner’s Office concerning the processing of the shared Personal Data against either or both parties, will inform the other party about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion;

## Each party when acting as a data discloser reserves the right to terminate this agreement with immediate effect if the other party does not process the shared Personal Data in accordance with this agreement or breaches any other provision of this agreement, including (but not limited to) not being fully compliant with the Data Protection Legislation, in relation to the subject matter of this agreement.

## Each party undertakes to indemnify each other and to hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of the breach of any of the provisions of this clause 11, except to the extent that any such liability is excluded under clause 9.

## In the event that the parties consider it necessary for either party to Process Personal data on behalf of the other, such that the parties’ relationship is that of Data Controller and Data Processor, the parties shall enter into a data processing agreement which complies with the requirements of the Data Protection Legislation (and in particular Article 28 GDPR).

## This clause 11 is in addition to and does not relieve, remove or replace a party’s obligations under the Data Protection Legislation.