For Genomics England to complete:
Institution ID:
Date countersigned:

DATED

(1) Genomics England Limited

AND

(2)

Research Network Access Agreement (Academic)

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THIS AGREEMENT DATED **20[xx]**

BETWEEN:

(1) **Genomics England Limited ("Genomics England")**, a company incorporated under the laws of England with company registration number 08493132 and whose principal address is at Level 21, One Canada Square, London, E14 5AB; and

(2) _____ *[Full legal name of Institution]* (the **"Institution")** of

_____ *[Insert address]*.

BACKGROUND:

(A) The Genomics England Research Network has been established to give researchers, clinicians and students the opportunity to interpret and carry out research on the datasets which constitute Genomic England's Research Dataset (as defined below).

(B) The Institution wishes to become a member of the Genomics England Research Network and Genomics England is willing to admit the Institution as a member on and subject to the provisions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

In this Agreement, the terms "Data Controller", "Data Subject", "Data Subject Access Request", "Personal Data" and "Process" and, shall have the meanings set out in the Data Protection Legislation and the following words shall have the meanings given to them below:

1.1	Agreement	this Research Network Access Agreement (Academic), including the attached Schedules, the Airlock Policy and the IT Security Policy, and to the extent that there is an inconsistency between them, their terms shall prevail in the preceding order;
1.2	Airlock Policy	Genomics England's policy for bringing materials into and out of the Genomics England Research Environment as such policy is amended from time to time and made available on Genomics England's Website;
1.3	Applicable Law	all United Kingdom, England and retained European Union statutes, orders, regulations, guidance, directives, standards and codes of practice from time to time in force in England;
1.4	Approved Person	an Institution Employee or an Institution Student approved by the Institution to participate in the Research Network or, if the Institution has opted for deemed approval pursuant to Clause 4.13 an Institution Employee or an Institution Student that registers to participate in the Research Network using an email address that uses the Institution's email domain name as specified in Schedule 1;

1.5	ARC	Genomics England's Access Review Committee as constituted from time to time;
1.6	ARC Research Approval	any approval issued by or on behalf of the ARC of an application made by the Institution or an Approved Person for a Research Proposal made pursuant to Clause 5.2;
1.7	Authorised Research Purposes	the purposes specified in the acceptable uses section of the Protocol and/or any ARC Research Approval (if applicable);
1.8	CEDR	the Centre for Effective Dispute Resolution whose principal office is 100 St. Paul's Churchyard, London, EC4M 8BU, United Kingdom;
1.9	Central Government Body	a UK body listed in one of the following sub-categories of the UK central government classification of the UK Public Sector Classification Guide, as published and amended from time to time by the UK Office for National Statistics: (i) Government Department; (ii) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (iii) Non-Ministerial Department; or (iv) Executive Agency;
1.10	Commencement Date	the date written at the start of this Agreement;
1.11	Commercialise	any use other than for non-commercial, academic research and "Commercialisation" shall be construed accordingly;
1.12	Confidential Information	any written or oral information, know-how and/or data which in each case: (a) is disclosed by one Party to the other Party pursuant to this Agreement on or after the Commencement Date; and (b) is either identified as confidential before or at the time of disclosure or which, by its nature or from the circumstances of its disclosure, should reasonably be presumed to be confidential, and for clarity, Genomics England's Research Dataset constitutes Genomics England's Confidential Information;
1.13	Data Protection Legislation	the Data Protection Act 2018, the UK GDPR and any other Applicable Law relating to the processing of Personal Data and privacy, and including where applicable the guidance and codes of practice issued by the Information Commissioner's Office or a relevant Central Government Body in relation to such Applicable Law, each as amended, updated, replaced or consolidated from time to time;
1.14	EIRs	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner's Office or relevant government department in relation to such

		regulations;
1.15	FOIA	the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner's Office or relevant government department in relation to such legislation;
1.16	Genomics England's IPR	Intellectual Property Rights owned by or licensed to Genomics England other than Intellectual Property Rights licensed by the Institution to Genomics England under this Agreement;
1.17	Genomics England's Materials	Genomics England's Research Dataset and any software, written material, files or other material made available by Genomics England in the Research Environment;
1.18	Genomics England's Personal Data	all Personal Data within Genomics England's Materials;
1.19	Genomics England Publication Policy	Genomics England's policy on publications as such policy is amended from time to time;
1.20	Genomics England's Research Dataset	the scientific data (including genome sequence data from individuals together with the associated phenotypic and clinical data of such individuals) that is made available by Genomics England to users of the Genomics England Research Environment which excludes the Institution Materials and the Results;
1.21	Genomics England's Website	the website at www.genomicsengland.co.uk;
1.22	IDTA Exhibit	the Information Commissioner's Office's International Data Transfer Agreement issued under Data Protection Legislation for use by organisations making restricted transfers under Data Protection Legislation, as amended, updated, replaced or consolidated from time to time, with the latest version as at the Commencement Date set out in Schedule 2;
1.23	IT Security Policy	Genomics England's policy on IT security as such policy is amended from time to time;
1.24	Institution Employee	employee or staff member of the Institution with an interest in relevant research and includes for the avoidance of doubt a holder of an honorary contract with the Institution and "employ" shall be construed accordingly;
1.25	Institution Student	a student of the Institution with an interest in relevant research;
1.26	Institution Materials	any software, data or other material (other than Genomics England's Materials and the Results) which is brought into the Research Environment by the Institution or the Institution Employees or Institution Students;

1.27	Intellectual Property Rights	patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for and be granted any of the foregoing, rights in inventions, copyrights, design rights, database rights, publication rights, rights in know-how, trade secrets and confidential information and all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world;
1.28	Losses	any losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
1.29	Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
1.30	Membership Secretaries	the employee(s) of the Institution designated by the Institution from time to time as being responsible for managing the Approved Persons; details of the Membership Secretaries as at the Commencement Date are set out in Schedule 1;
1.31	Open Access Institution Materials	any Institution Materials that the Institution informs Genomics England in writing are to be Open Access Institution Materials;
1.32	Participants	the individual human participants who are the subject of Genomics England's Research Dataset;
1.33	Party	Genomics England or the Institution and "Parties" means both Genomics England and the Institution;
1.34	Personnel	a) directors, officers, employees, staff members and contract staff; and b) consultants, agents, representatives and advisers, who in each case are individuals;
1.35	Programmes	the 100,000 Genomes Project, the NHS Genomic Medicine Service and any other Department of Health and Social Care genomic initiatives or Genomic England cohorts or initiatives designated by Genomics England as being within the scope of Research Network;

1.36	Protocol	the document entitled "The National Genomic Research Library" as amended and approved by a research ethics committee from time to time and available on Genomics England's Website;
1.37	Records	records relating to the Institution's and the Researchers' use of the Research Environment;
1.38	Request for Information	has the meaning set out in the FOIA or the EIR, as relevant;
1.39	Research Analysis	any research or analysis carried out by Researchers using the Research Environment and/or Genomics England's Research Dataset for the Authorised Research Purposes;
1.40	Research Environment	the IT systems operated by or on behalf of Genomics England that store whole genome sequences of individuals participating in the Programmes and that provide access to and facilitate analysis of datasets of such whole genome sequences and associated phenotypic, research and clinical data;
1.41	Research Management Team	the team at Genomics England responsible for managing and coordinating the operation of the Research Network including processes, policy and research;
1.42	Research Network	the Genomics England Research Network (or such other title as Genomics England may select from time to time) under which researchers and clinicians are given access to the Genomics England Research Environment;
1.43	Research Network Code of Conduct	the set of rules defined by Genomics England outlining the norms, expected behaviours and responsibilities or obligations that an Approved Person must abide by to participate in Research Network, as such guide is amended from time to time and made available from Genomics England's Website, explaining how to use the Research Environment and setting out restrictions and obligations that Researchers must abide by;
1.44	Research Portal	Genomics England's online system to enable an organisation's Research Network membership secretaries to manage and review the Institution Employees and Institution Students who have access to the Genomics England Research Environment;
1.45	Research Proposal	a research proposal in the form prescribed by the Research Management Team from time to time;
1.46	Researcher	an Approved Person that has accepted the Research Network Code of Conduct in accordance with Clause 3.3;
1.47	Restricted Access Institution Materials	the Institution Materials that are not Open Access Institution Materials;
1.48	Results	all data, results, documentation, works, software, files, information, know-how, inventions, concepts, products, techniques, processes and/or discoveries that are created, developed, devised, conceived and/or reduced to practice

		as a result of the use of the Research Environment and/or Genomics England's Research Dataset by Researchers;
1.49	Third Party	any entity other than the Parties;
1.50	UK GDPR	Regulation (EU) 2016/679 (General Data Protection Regulation) as transposed into the national law of the United Kingdom by operation of section 3 of the European Union (Withdrawal) Act 2018, as modified by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, and as may be further modified from time to time;
1.51	Use	use, load, execute, interpret, store, transmit, display, copy, modify, adapt and enhance; and
1.52	Working Day	a day other than a Saturday, Sunday or public holiday in England.

2. Commencement and Duration

2.1 This Agreement shall commence on the Commencement Date and shall continue indefinitely until either Party terminates this Agreement in accordance with the provisions of Clause 17.

3. Research Network Membership

3.1 If an Institution Employee or an Institution Student wishes to become a Researcher, they must apply to the Research Network via Genomics England's Website and provide such details as Genomics England may reasonably request.

3.2 The Institution hereby consents to the participation of Approved Persons in the Research Network.

3.3 The Institution acknowledges that prior to being granted access to the Research Environment, each Approved Person must provide an acknowledgement, in the form required by Genomics England, that the Approved Person has read the Research Network Code of Conduct in its entirety and agrees to abide by its provisions.

3.4 The Institution shall ensure that each individual who is identified on the Research Portal as being affiliated with the Institution is an Institution Employee or Institution Student.

3.5 The Institution shall be liable for the acts and omissions of all Approved Persons in relation to the Research Network and/or the Research Environment as if such acts and omissions were the Institution's own.

4. Membership Secretaries

4.1 The Institution shall designate one or two Membership Secretaries to perform the responsibilities outlined in this Clause 4 no later than thirty (30) calendar days after the Commencement Date.

4.2 The Institution shall procure that the Membership Secretaries fulfil the duties set out in Clauses 4.8 to 4.12 (inclusive) below.

4.3 The Institution undertakes that the Membership Secretaries have the authority to

make decisions on behalf of the Institution pertaining to the involvement of the Institution Employees and Institution Students in the Research Network.

4.4 The Institution shall not appoint more than two (2) Membership Secretaries at any one time.

4.5 When there are two Membership Secretaries, they shall both have equal authority in carrying out the responsibilities outlined in this Clause 4.

4.6 The Institution shall designate a new Membership Secretary by way of written notice to Genomics England within at least thirty (30) calendar days of an existing Membership Secretary ceasing to be an Institution Employee or for any reason no longer being willing or able to carry out the role of a Membership Secretary.

4.7 Genomics England shall have the right to suspend the access of some or all of the Researchers to the Research Environment if the Institution fails to designate the Membership Secretaries within the timeframes prescribed in Clauses 4.1 or 4.6 (as applicable). Genomics England shall not be obliged to restore access to such Researchers until the Institution has designated one or two Membership Secretaries in accordance with the requirements of this Clause 4.

4.8 The Membership Secretaries shall manage Researchers via the Research Portal which Genomics England shall make accessible to the Membership Secretaries.

4.9 The Membership Secretaries are responsible for ensuring that all applicants to become Approved Persons are either Institution Employees or Institution Students and for confirming the Institution has authorised the applicants to become Researchers.

4.10 The Membership Secretaries shall on a weekly basis review via the Research Portal the list of new applicants from the preceding week that applied to be Researchers to ensure each applicant is an Institution Employee or Institution Student and verify their status in the Research Portal.

4.11 The Membership Secretaries shall on a bimonthly basis review via the Research Portal the list of Researchers to ensure each person on the list is an Institution Employee or Institution Student.

4.12 The Membership Secretaries shall inform the Research Management Team promptly in writing whenever an Approved Person ceases to be an Institution Student or an Institution Employee or if the Institution for any reason wishes to revoke an Institution Student's or an Institution Employee's Approved Person status. After being so informed, Genomics England shall have the right to revoke such Approved Person's membership of Research Network.

4.13 If the Institution has opted for deemed approval in Schedule 1 or subsequently notifies Genomics England in writing that it wishes to opt for deemed approval, then any person who applies to Genomics England to become a Researcher and provides an email address that uses the Institution's email domain name as set out in Schedule 1 shall be deemed to be an Approved Person.

4.14 The Institution shall have the right to opt out of deemed approval at any time by giving Genomics England at least thirty (30) days' prior notice of such opt out.

4.15 If the Institution has opted out of deemed approval in Schedule 1 or subsequently notifies Genomics England in writing that it wishes to opt out of deemed approval, then Genomics England shall inform the Membership Secretaries via the Research Portal of any person who applies to Genomics England to become a Researcher who claims to be an Institution Employee or an Institution Student. Each such individual shall become an Approved Person only once the Membership Secretaries have approved their application via the Research Portal.

5. Access to the Genomics England Research Environment

5.1 Genomics England shall provide Researchers with controlled access to the Research Environment to carry out Research Analysis for the Authorised Research Purposes only, subject to the provisions of this Agreement.

5.2 If the Researchers wish to carry out any specific research activity in the Genomics England Research Environment, including the analysis of any of Genomics England's Research Dataset, the Institution shall procure that its Researchers submit in accordance with this Agreement a Research Proposal detailing the research or analysis that the Researchers wish to carry on. For the avoidance of doubt, Researchers have three (3) months from first access to familiarise themselves with the Genomics England Research Environment and to formulate a Research Proposal.

5.3 The Institution shall procure that the Researchers:

5.3.1 restrict their activities in the Research Environment solely to Research Analysis for the Authorised Research Purposes;

5.3.2 shall not carry out any research activity in the Genomics England Research Environment, including the analysis of any of Genomics England's Research Dataset, unless and until (i) the Researchers have submitted, in accordance with this Agreement, a Research Proposal detailing the research or analysis that the Researchers wish to carry out and (ii) such Research Proposal has been approved by the ARC, or a person within Genomics England that ARC has delegated this authority to;

5.3.3 comply with the Protocol, the Airlock Policy, the IT Security Policy and the Genomics England Publication Policy provided that if any changes are made to the Protocol or any such policy, the Researchers shall not be required to comply with the changes unless and until (i) the changes are reasonable and (ii) the Institution is informed of the changes in writing a reasonable time before the change comes into effect;

5.3.4 comply with all reasonable instructions received from Genomics England and co-operate with the Research Management Team in connection with the Researchers' use of the Research Environment;

5.3.5 provide the Research Management Team with an annual report on the Researcher's research activities in such form as the Research Management Team may prescribe from time to time, which Genomics England may share with the Access Review Committee and the Participant Panel;

5.3.6 have a working individual email address on the Institution's standard email domain;

5.3.7 complete information governance training which shall be provided by Genomics England (online and free of charge) to the reasonable satisfaction of Genomics England prior to such Researcher's first access of the Genomics England Research Environment and subsequently at such frequency as Genomics England shall determine acting reasonably (but no more frequent than annually);

5.3.8 keep their user names, passwords or other access credentials for the Research Environment secret and do not disclose them to any other person;

5.3.9 do not bring Research Network, Genomics England or the Research Environment into disrepute;

5.3.10 comply with all Applicable Law and regulatory standards for the acceptable

conduct of research; and

5.3.11 unless otherwise agreed, provide at the expense of the Institution, all equipment and materials, other than those for which Genomics England is responsible, necessary for carrying out the Research Analysis.

5.4 Genomics England shall be free to make changes from time to time to the Research Environment including to the range of, and capabilities of, the software, analytical tools and data made available in the Research Environment.

5.5 Access to the Research Environment may be monitored and recorded by Genomics England. Access to all or part of the Research Environment may be withdrawn or suspended without notice at any time and for any reason.

5.6 The Institution shall have the right to cancel any Researchers' access to the Research Environment by giving notice to Genomics England to such effect. Genomics England will accept notice of cancellation from a Researcher of the Researcher's own membership.

5.7 Genomics England shall have the right to cancel an individual Researcher's access to the Research Environment if that Researcher has failed to abide by the provisions of this Agreement and/or the Research Network Code of Conduct with immediate effect by informing the Membership Secretary and that Researcher and in accordance with such policy on suspension that Genomics England may adopt from time to time acting reasonably.

5.8 Where use of software, analytical tools and data made available in the Research Environment are subject to licences with third parties, the Institution shall procure that its Researchers shall comply with such licences for the software, analytical tools and data if it makes use of them, provided that Genomics England has made the terms of such licences available to the Researchers.

5.9 The Institution agrees that access to the Research Environment and Genomics England's Research Dataset is provided on an "as is" basis without any warranty of satisfactory quality or fitness for a particular purpose or use.

5.10 Genomics England does not represent, warrant, undertake, guarantee or otherwise commit that any project undertaken by Researchers will lead to any particular result or outcome or that any such project will be successful.

6. Ownership of Results

6.1 Except as expressly set out in this Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights owned by the other Party or its licensors.

6.2 The Institution shall own the Results and the Intellectual Property Rights in the Results provided that:

6.2.1 Genomics England shall retain ownership of Genomics England's Materials and Genomics England's IPR including ownership of any extracts from Genomics England's Research Dataset that form part of the Results and any dataset forming part of the Results that is derived directly from Genomics England's Research Dataset provided that Genomics England shall not own (i) any programming code, interpretive or summary analysis, algorithms or know-how that form part of the Results, or (ii) any derivative dataset that forms part of the Results where the degree of abstraction and amalgamation from the Genomics England's Research Dataset is such that the derivative dataset no longer contains any Personal Data. By way of example only:

a) if the Institution generates a report that includes extracts from Genomics England's Research Dataset (such as copies of variant sequences) the report shall be owned by the Institution but subject to Genomics England's ownership of the extracts from the Genomics England's Research Dataset;

b) if the Institution realigns a genome sequence contained in Genomics England's Research Dataset the realigned sequence shall be owned by Genomics England but any algorithms, techniques and know-how developed by the Institution and used to realign the sequence shall belong to the Institution;

c) if the Institution uses the Genomics England Research Dataset to develop prognostic, predictive or descriptive analytics or algorithms, the algorithms, techniques, know-how and programming code shall belong to the Institution; and

6.2.2 any Results, and any Intellectual Property Rights therein, that are generated by analysis or activity that is not for the Authorised Research Purposes (as applicable) or is otherwise carried out in breach of the provisions of this Agreement shall be owned by Genomics England.

6.3 Subject to the provisions of Clauses 6.2.1, 6.2.2 and 6.6 to 6.10:

6.3.1 the Institution shall be entitled to sell, transfer and Use the Results which are released in accordance with the Airlock Policy and the Intellectual Property Rights in such Results in any manner and for any purpose it sees fit;

6.3.2 the Institution's use of the Results which are released in accordance with the Airlock Policy shall not be subject to any restrictions;

6.3.3 nothing in this Agreement grants Genomics England any right, title or interest in the Results; and

6.3.4 the Institution shall not be restricted from using know-how it has developed through carrying out the Research Analysis for the Authorised Research Purposes.

6.4 Genomics England hereby grants to the Institution:

6.4.1 a worldwide, royalty-free, non-exclusive, non-transferable licence to use Genomics England's IPR and Genomics England's Materials solely to the extent necessary for performing the Research Analysis in accordance with this Agreement; and

6.4.2 a worldwide, royalty-free, non-exclusive, transferable, sub-licensable, perpetual, irrevocable licence under any Results (and the Intellectual Property Rights therein) owned by Genomics England pursuant to Clause 6.2.1 but not under any Results (or Intellectual Property Rights therein) that are owned by Genomics England pursuant to Clause 6.2.2, provided that the Institution shall not have the right to disclose to any third party Results that have not been released in accordance with the Airlock Policy.

6.5 Genomics England may from time to time request consent from the Institution to add to the Research Environment certain datasets that form part of the Results. The Institution is under no obligation to consent to such request.

6.6 The Institution hereby grants to Genomics England a royalty free, fully paid-up, worldwide, perpetual, irrevocable, sub-licensable, non-exclusive licence to use the Results and all Intellectual Property Rights in relation to the Results for the purposes of:

6.6.1 where the Institution has consented to a dataset that forms part of the Results being included in the Research Environment pursuant to Clause 6.5, making such dataset available in the Research Environment for use by authorised users of the Research Environment;

6.6.2 research activities carried out by or on behalf of Genomics England;

6.6.3 assisting in the diagnosis and/or treatment of patients and their family members whose data has been analysed by the Institution; and

6.6.4 developing products and services for use by or on behalf of Genomics England to assist with the diagnosis and/or treatment of patients.

6.7 The Institution hereby grants to Genomics England a royalty free, non-exclusive, non-transferable, licence:

6.7.1 to Use and permit others to Use in the Research Environment: (i) the Open Access Institution Materials; and (ii) any Institution Materials which have not been deleted from the Research Environment in accordance with Clause 7.7; and

6.7.2 to install, store, and operate and maintain the Restricted Access Institution Materials in the Research Environment solely to enable the Institution to Use the Restricted Access Institution Materials in the Research Environment.

6.8 To the extent that any Results are not published or made available in the Research Environment by or on behalf of the Institution within a reasonable time after the Research Analysis has ended, the Institution shall upon Genomics England's request disclose to Genomics England all Results not previously published or made available in a format to be agreed in good faith by the Parties.

6.9 The Institution shall procure that no patent claiming an invention that arose wholly or partly out of the Research Analysis is asserted against Genomics England or any user of the Research Environment, in relation to any analysis, research and/or development carried out within the Research Environment.

6.10 If the Institution receives any revenue derived from the Commercialisation of any Results (and/or the Intellectual Property Rights in the Results), then after recouping from such revenue the Institution's reasonable costs reasonably incurred in relation to facilitating such Commercialisation (which may include patent and licensing costs), the Institution shall share a fair and reasonable proportion of that revenue with Genomics England having regard to the contribution made by the Research Environment and the use of Genomics England's Research Dataset to the Research Analysis (including the contribution resulting from the data held within the Research Environment).

7. Institution Materials

7.1 The Institution shall not take any copy of any of Genomics England's Materials out of the Research Environment except in compliance with the Airlock Policy.

7.2 If the Institution wishes to bring any Institution Materials into the Research Environment, the Institution shall follow the procedure set out in the Airlock Policy. Genomics England shall have absolute discretion as to whether or not to permit all or any Institution Materials to be brought into the Research Environment.

7.3 The Institution shall not bring any Institution Material into the Research Environment unless:

7.3.1 the Institution has the right (including the right under any Intellectual Property

Rights and under Data Protection Legislation applicable to that Institution Material) to bring the Institution Material into the Research Environment; and

7.3.2 if the Institution Material is brought in for use by the Institution only, that the Institution has the right (including the right under any Intellectual Property Rights and under Data Protection Legislation applicable to that Institution Material) to use the Institution Material in the Research Environment; and

7.3.3 if the Institution Material is brought in for use by any users of the Research Environment, that the Institution has the right (including the right under any Intellectual Property Rights and under Data Protection Legislation applicable to that Institution Material) to permit use of the Institution Materials by users of the Research Environment in accordance with this Agreement.

7.4 All Institution Materials shall be regarded as Restricted Access Institution Materials except Open Access Institution Materials.

7.5 Genomics England shall have the right, at no charge to Genomics England, to make Open Access Institution Materials brought into the Research Environment available for use by all users of the Research Environment. Genomics England shall not make Restricted Access Institution Materials available for use by other users of the Research Environment.

7.6 Genomics England shall have the right to block access and/or delete any Institution Materials from the Research Environment at any time but if Genomics England does so, Genomics England shall promptly inform the Institution in writing that it has done so and give the reason for having done so.

7.7 No later than six (6) months (or such later time as may be agreed by both Parties acting reasonably) after completion of each project in respect of which ARC Research Proposal has been issued, the Institution shall procure that the relevant Researcher shall delete from the Research Environment: (i) all Institution Materials which have been brought into the Research Environment for the purposes of such project; and (ii) all Results arising from such project, save for Results which have been added to the Research Environment pursuant to Clause 6.5. Genomics England shall have the right to delete without notice all such materials and results from the Research Environment after such six (6) month or longer agreed period.

8. Fees and Other Charges

8.1 Genomics England reserves the right to apply charges to use of the Research Environment on no less than six (6) months' notice in writing to the Institution setting out the detail of such charges.

8.2 The Institution shall have the right to terminate this Agreement on receipt of the notice referred to in clause 8.1 by notice in writing to Genomics England.

9. Confidentiality

9.1 Each Party shall, and shall procure that its Personnel shall, keep secret and confidential all Confidential Information disclosed to that Party by or on behalf of the other Party and shall not disclose such Confidential Information or any part thereof to any Third Party whatsoever other than to its Personnel who reasonably need to have access to such Confidential Information.

9.2 The provisions of Clause 9.1 shall not apply to Confidential Information which:

9.2.1 the receiving Party can prove to have been in its lawful possession (other than

under an obligation of confidence to another Party or to a Third Party) at the date of receipt without any obligations of confidentiality or restrictions on use prior to first receiving it from the disclosing Party;

9.2.2 is or subsequently enters the public domain through no improper conduct on the part of the receiving Party; or

9.2.3 the receiving Party can prove that it has independently developed.

9.3 The provisions of this Clause 9 shall remain in force:

9.3.1 without limit in time in respect of Confidential Information which comprises a Programme participant's Personal Data or which relates to national security; and

9.3.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Agreement unless otherwise agreed in writing by the Parties.

9.4 After giving written notice to the disclosing Party, the receiving Party shall have the right to disclose Confidential Information received from the disclosing Party solely to the extent that the receiving Party is legally required to do so pursuant to an order of a court of competent jurisdiction or governmental authority provided that the receiving Party shall use its best endeavours to limit such disclosure and to provide the disclosing Party with an opportunity to make representations to the relevant court or governmental authority.

9.5 The Institution shall comply with, and procure that its Researchers comply with, the Genomics England Publication Policy.

10. Data Protection

10.1 The Parties acknowledge that each Party is an independent Data Controller in relation to the Processing of Genomics England's Personal Data. The Parties acknowledge and accept that Genomics England's Research Dataset constitutes Personal Data for the purposes of Data Protection Legislation notwithstanding that the data within it has been de-identified.

10.2 Genomics England shall ensure that it has all necessary notices and consents in place so that the Institution's access to Genomics England's Personal Data and the Institution's Research Analysis for the Authorised Research Purposes complies with Data Protection Legislation.

10.3 The Institution shall:

10.3.1 Process Genomics England's Personal Data only for the Authorised Research Purposes;

10.3.2 restrict access to Genomics England's Personal Data to Researchers, take reasonable steps to ensure the reliability of such staff, and ensure they are trained in and bound by obligations which reflect the requirements of this Clause 10 and appropriate obligations of confidentiality;

10.3.3 subject to Clause 10.3.2, not disclose or allow access to Genomics England's Personal Data to anyone without Genomics England's prior written consent;

10.3.4 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Genomics England's Personal Data;

10.3.5 not transfer any Genomics England's Personal Data outside the United

Kingdom without Genomics England's prior written consent;

10.3.6 promptly notify Genomics England if, in connection with Genomics England's Personal Data Processed under this Agreement, it receives:-

a) from a Data Subject (or third party on their behalf): (i) a Data Subject Access Request (or purported Data Subject Access Request); (ii) a request to rectify, block or erase any Personal Data; or (iii) any other request, complaint or communication relating to Genomics England's obligations under the Data Protection Legislation;

b) any communication from the Information Commissioner's Office or any other regulatory authority in connection with Genomics England's Personal Data; or

c) a request from any third party for disclosure of Genomics England's Personal Data where compliance with such request is required or purported to be required by Applicable Law;

10.3.7 provide Genomics England with full cooperation and assistance (within the timescales reasonably required by Genomics England) in relation to any complaint, communication or request made as referred to in Clause 10.3.6, including by promptly providing:-

a) Genomics England with full details and copies of the complaint, communication or request;

b) where applicable, such assistance as is reasonably requested by Genomics England to enable Genomics England to comply with the Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation; and

c) Genomics England, on request by Genomics England, with any Personal Data it holds in relation to a Data Subject;

10.3.8 not disclose or release any Genomics England's Personal Data in response to any complaint, communication or request made as referred to in Clause 10.3.6 without first consulting with Genomics England;

10.3.9 comply with the Data Protection Legislation in relation to Genomic England's Personal Data and not by any act or omission put Genomics England in breach of Data Protection Legislation;

10.3.10 promptly notify Genomics England upon becoming aware of any actual or potential breach of the Data Protection Legislation in relation to Genomic England's Personal Data; forward any notices in relation to non-compliance; and if required suspend the Processing of such Personal Data until the non-compliance is remedied;

10.3.11 at the written direction of Genomics England, delete or return all Genomics England's Personal Data and copies thereof on termination of this Agreement, unless required by law to store the Personal Data; and

10.3.12 maintain complete and accurate Records sufficient to demonstrate its compliance with this Clause 10.

10.4 The Institution shall not re-identify, attempt to re-identify or assist or enable any third party to re-identify or attempt to re-identify any Participant from Genomics England's Research Dataset.

10.5 If the Institution or any Researchers do re-identify any Participant from Genomics England's Research Dataset or assist or enable any third party to re-identify any Participant:

10.5.1 the Institution shall immediately notify Genomics England that re-identification has occurred and promptly provide Genomics England with a report produced in good faith setting out the circumstances in which the re-identification has occurred;

10.5.2 the Institution shall not and shall procure that Researchers do not contact or attempt to contact any re-identified Participant or the institutions or medical practitioners responsible for the medical care of the Participant as a consequence of the re-identification; and

10.5.3 the Institution shall not and shall procure that the Researchers do not share the identity of that Participant with any third party.

10.6 The Institution shall ensure that it has all necessary notices and consents in place to enable lawful disclosure of the Researchers' Personal Data to Genomics England for the purposes of Genomics England administering access of the Researchers to the Genomics England Research Environment, in accordance with this Agreement, including by providing all such Researchers with notice of the Genomics England Privacy Notice prior to any disclosure of their Personal Data to Genomics England.

11. Cross-Border Data Transfers

11.1 This Clause 11 applies where the Institution is situated outside the United Kingdom in a state that is not recognized by the competent United Kingdom regulatory authority or governmental body for the United Kingdom as providing an adequate level of protection for Personal Data.

11.2 The Parties acknowledge and agree that Genomics England's Personal Data will be sent or made accessible where this Clause 11 applies to the Institution via a "Restricted Transfer" as defined in the applicable Data Protection Legislation. The Parties shall carry out this Restricted Transfer pursuant to the terms of the IDTA Exhibit. The IDTA Exhibit and any documents incorporated or referenced in the IDTA Exhibit are supplemented by the provisions of this Agreement. Any inconsistencies or conflicts between the IDTA Exhibit and this Agreement shall be resolved in accordance with section 6.7 of the IDTA Exhibit.

11.3 The Parties will cooperate and discuss in good faith any amendments or additional agreements that may be required in respect of the cross-border Processing of Genomics England's Personal Data that may be required under Data Protection Legislation.

11.4 As and when requested by Genomics England, the Institution shall promptly provide information to Genomics England about the laws and regulations in the countries where Genomics England's Personal Data will be Processed by or on behalf of the Institution, and shall cooperate with Genomics England as reasonably requested by Genomics England in ensuring compliance with applicable requirements for cross-border transfers of Genomics England's Personal Data as established by the Data Protection Legislation and/or any competent regulators from time to time, including implementing supplementary measures and/or additional safeguards with respect to Genomics England's Personal Data.

12. Data Security

12.1 If any of Genomics England's Material is corrupted, lost or sufficiently degraded as a result of Institution's negligence when carrying out the Research Analysis or the Institution's breach of this Agreement so as to be unusable, Genomics England shall

have the right to charge the Institution for any reasonable expenses incurred in restoring or procuring the restoration of such Genomics England's Material provided that Genomics England shall not charge the Institution for any expenses that arise as a consequence of Genomics England having not complied with its obligations under the IT Security Policy.

12.2 Genomics England shall use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for Malicious Software in the Research Environment.

12.3 The Institution shall use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for Malicious Software in the Institution's Materials before they are brought into the Research Environment.

12.4 If Malicious Software is found to have been introduced into the Research Environment by the Institution, the Institution shall co-operate with Genomics England to reduce the effect of the Malicious Software and, if that Malicious Software causes loss of operational efficiency or loss or corruption of the Research Environment or any Genomics England's Materials, the Institution shall provide reasonable assistance to Genomics England to mitigate any Losses.

13. Freedom of Information

13.1 Each Party acknowledges that the other Party is subject to the requirements of the FOIA and the EIRs. Each Party shall:

13.1.1 provide all necessary assistance and cooperation as reasonably requested by the other Party to enable that Party to comply with its obligations under the FOIA and EIRs; and

13.1.2 transfer to the other Party all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt.

13.2 Each Party acknowledges and agrees that each Party shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and EIRs.

13.3 Where the Party responding to a Request for Information determines that it will disclose information in response to that Request for Information it will notify the other Party in writing, giving at least four (4) Working Days' notice of its intended disclosure.

14. Records and Audit

14.1 Genomics England shall have the right to conduct an audit of the Records held by the Institution either by itself or through its agents where:

14.1.1 an audit is imposed on Genomics England by a regulatory or governmental body; and/or

14.1.2 Genomics England has reasonable grounds for believing that the Institution has not complied with its obligations under this Agreement or Applicable Law.

14.2 Genomics England shall during each such audit comply with those reasonable security, sites, systems and facilities operating procedures of the Institution that are relevant and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Institution.

14.3 Genomics England shall procure that its representatives and agents that conduct such audit shall be bound by appropriate confidentiality obligations to keep the Confidential Information of the Institution secret.

14.4 The Institution shall promptly on request provide Genomics England with all reasonable co-operation and assistance in relation to each audit.

14.5 Genomics England shall provide at least fifteen (15) Working Days' notice of its intention to conduct an audit and conduct such audit during the Institution's ordinary business hours.

14.6 The Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 14, unless the audit identifies a material breach of this Agreement by the Institution in which case the Institution shall reimburse Genomics England for Genomics England's reasonable costs incurred in connection with the audit.

15. Amendment of this Agreement

15.1 If Genomics England wishes to update the form of this Agreement, it shall notify the Institution in writing and unless the institution objects within twenty (20) Working Days, the Institution shall be deemed to be subject to the terms of the new agreement.

15.2 If the Institution informs Genomics England that the Institution objects to the updates, the Institution shall be entitled to terminate this Agreement in accordance with Clause 17.1. If the Institution gives notice of termination under Clause 17.1 within twenty (20) Working Days of Genomics England's notice under Clause 15.1, then the updated terms of the Agreement shall not apply in respect of the Institution before or after termination.

16. Limit of Liability

16.1 Nothing in this Agreement shall exclude or limit either Party's liability in respect of any liability that cannot be excluded or limited pursuant to Applicable Law including the following liabilities, to the extent that they cannot be excluded or limited by law:

16.1.1 death or personal injury caused by negligence; and

16.1.2 fraud or fraudulent misrepresentation.

16.2 Subject to Clause 16.1, except in a case of breach of the provisions of Clauses 9, 10 and/or 11, neither Party shall be liable to the other Party in contract, tort (including negligence), misrepresentation, for breach of any duty (including any statutory duty or any strict liability) or otherwise under or in connection with the Agreement for any:

16.2.1 indirect or consequential loss or damage; or

16.2.2 loss of profits or loss of revenue (in each case, whether direct or indirect).

16.3 Subject to Clause 16.1, Genomics England does not accept any liability or responsibility for any use which may be made by the Institution or any Researcher of any of the Results, nor for any reliance which may be placed by the Institution or any Researcher on any of Results, including in respect of the treatment or provision of healthcare services to any person.

16.4 Subject to Clauses 16.1 and 16.5, the maximum aggregate liability of either Party under or in connection with this Agreement (including in contract, tort (including negligence), misrepresentation, for breach of duty (including statutory duty or any strict liability) or otherwise) shall be fifty thousand pounds sterling £50,000).

16.5 The limitations, exclusions and caps on liability set out in Clauses 16.2 and 16.4 shall not apply to claims for the payments due under the provisions of this Agreement including the payments due under Clause 8.

17. Termination and Consequences of Termination

17.1 The Institution shall have the right to terminate this Agreement for convenience at any time by giving Genomics England not less than thirty (30) days' notice of termination.

17.2 Genomics England shall have the right to terminate this Agreement:

17.2.1 for convenience by giving the Institution not less than thirty (30) days' notice of termination;

17.2.2 immediately by notice in writing where the UK Government or NHS England determines that the Institution or institutions in the country where the Institution is situated should no longer have access to the Research Environment or to some or all of Genomic England's Materials within the Research Environment.

17.3 Each Party shall have the right to terminate this Agreement upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and fails to remedy such breach within a reasonable period after being notified by the innocent Party of such breach.

17.4 Upon any termination or expiry of this Agreement:

17.4.1 the Institution's and Researchers' access to the Research Environment shall cease;

17.4.2 the Institution shall delete from the Research Environment: (i) all Institution Materials which have been brought into the Research Environment; and (ii) all Results, save for Results which have been added to the Research Environment pursuant to Clause 6.5 (other than those Results owned by Genomics England pursuant to Clause 6.2.2). Genomics England shall have the right to delete without notice all such materials and results from the Research Environment if the Institution fails to do so;

17.4.3 each Party shall cease to use the other Party's Confidential Information and Intellectual Property Rights and shall promptly return or destroy (at the discretion of the other Party but subject to the Airlock Policy) any copies of the other Party's Confidential Information held by that Party except to the extent necessary for the Party to exercise the rights granted to it in this Agreement which continue in force; and

17.4.4 subject to Clause 16.1, neither Party shall have any liability to the other for any loss of profit, loss of contracts or other Losses and/or expenses arising out of or in connection with such termination.

17.5 In addition to the rights of termination set out in Clauses 17.3 and 5.7, Genomics England shall have the right to suspend the access by the Institution (and one or more Researchers) to the Research Environment with immediate effect and without incurring any liability to the Institution if in the reasonable opinion of Genomics England the Institution may be in breach of any of its obligations under Clauses 5.2, 5.3, 9, 10, 11 and 12 and/or material breach of any of its other obligations under this Agreement.

17.6 Termination or expiry of the Agreement shall be without prejudice to any provision which expressly or by implication is intended to survive termination or expiry, including Clauses 1, 6, 7, 8 (to the extent that any fees payable hereunder remain unpaid as of the date of termination or expiry of the Agreement), 9, 10, 12.1, 12.4, 13, 14, 16, 17.4, 17.6, 17.7, 18, 19, 20 and 21.

17.7 If this Agreement expires or is lawfully terminated, no compensation or other sum shall be payable in respect of such expiry or lawful termination provided that this provision shall not affect the liability of a Party in relation to any breach of this Agreement by that Party.

18. General

18.1 In this Agreement:

18.1.1 any phrase introduced by the terms "including", "include" and "in particular" or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding these terms;

18.1.2 the headings are for convenience only and shall not affect the interpretation of this Agreement;

18.1.3 the meaning given to defined terms in this Agreement shall also apply to their grammatical variants provided that the initial letter is capitalised; and

18.1.4 a reference to the Institution (or a Party where that Party is the Institution) shall be deemed to include the Institution and the Researchers.

18.2 The Institution shall procure that the Researchers comply with the applicable provisions of this Agreement as if the Researchers were party to this Agreement in place of the Institution. The Institution shall be fully responsible to Genomics England for any act or omission of the Researchers in relation to this Agreement as if it were an act or omission of the Institution.

18.3 Except as expressly stated in this Agreement, all warranties, representation, terms and conditions, whether express or implied by statute, common law or otherwise, are excluded to the fullest extent permitted by law.

18.4 No Party shall without the prior written consent of the other Party assign or otherwise deal with this Agreement or any rights and obligations under this Agreement, such consent not to be unreasonably withheld or delayed.

18.5 Subject to Clause 15, no variation, modification, amendment, extension or release from any provision of this Agreement shall be effective unless it is in writing and signed by the duly authorised representatives of both Parties.

18.6 This Agreement represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto.

18.7 This Agreement may be executed in any one or more counterpart agreements each of which, when executed, shall be deemed to form part of and together constitute this Agreement. A signed copy of this Agreement, including if signed by DocuSign or any

other valid electronic signature, delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18.8 No provision of this Agreement shall be deemed to constitute a partnership between the Parties and none of the Parties shall have any authority to bind another Party in any way, except as provided in this Agreement.

18.9 No provision of this Agreement shall operate to exclude any provision implied into this Agreement by English law and which may not be excluded by English law.

18.10 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable then the remaining provisions of this Agreement shall continue in full force and effect. The judicial or other competent authority making such determination shall have the power to limit, construe or reduce the duration, scope, activity and/or area of such provision, and/or delete specific words or phrases as necessary to render, such provision enforceable.

18.11 Failure or delay by either Party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy, or prevent it from exercising that or any other right or remedy on that occasion or on any other occasion.

18.12 Except as otherwise stated in this Agreement and subject to the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, each of the Parties shall have the right to subcontract all or any of its obligations under this Agreement to any Third Party, provided that the Party subcontracting its obligations shall:

18.12.1 remain fully responsible to the other Party for the proper performance of those obligations; and

18.12.2 be liable to the other Party for any negligent act or omission made by the Third Party or its staff in relation thereto.

18.13 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a Third Party.

18.14 Neither Party shall disclose any information concerning this Agreement (including its existence, its provisions, or disputes relating to it) to any Third Party provided that a Party may disclose information concerning this Agreement:

18.14.1 to its legal advisers, auditors and/or regulator;

18.14.2 to the extent required by law; and/or

18.14.3 as necessary to enforce this Agreement or defend any action.

19. Notices

19.1 Any notice given under this Agreement shall be in writing in English and shall be sent by email to the relevant Party's email address set out in Schedule 1 and confirmed by pre-paid first class post for post within the United Kingdom or otherwise by courier, to the principal office or registered office of the recipient.

19.2 Any notice given under Clause 19.1 shall be deemed to have been received on the next Working Day after the day on which the notice was sent.

19.3 Any written notice sent by a Party that is actually received by a manger or administrator at the other Party shall be deemed to have been properly given and received by that Party irrespective of whether or not the delivery requirements of this Clause 19 have been complied with.

20. Dispute Resolution

20.1 Any dispute which may arise concerning the construction, meaning or effect of this Agreement or concerning the rights and liabilities of the Parties hereunder or any other matter arising out of or in connection with this Agreement shall first be submitted for resolution by the Chief Scientific Officer on behalf of Genomics England and the primary Membership Secretary designated in Schedule 1 on behalf of the Institution, who may call on others to advise them as they see fit.

20.2 If the persons referred to in Clause 20.1 fail to resolve the dispute within twenty (20) Working Days the Parties agree to submit the dispute for resolution of the Chief Executive Officer or equivalent of each Party who may call upon other individuals to advise them as they see fit.

20.3 If the Chief Executive Officers fail to resolve the dispute within twenty (20) Working Days, the Parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation, either Party can submit a notice in writing ("**ADR notice**") to the other Party requesting mediation. The requesting Party shall send a copy of the request to CEDR. The mediation will commence no later than ten (10) Working Days after the date of the ADR notice. Each Party shall bear its own costs in relation to any mediation. If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

20.4 Failing agreement, either Party may invite the mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both Parties.

20.5 If the Parties fail to reach agreement in the negotiations conducted under the guidance of the mediator in accordance with Clause 20.3, within sixty (60) Working Days of the mediator being appointed (or such longer period as may be agreed by the Parties), then either Party may refer the dispute to the courts.

21. Law and Jurisdiction

21.1 This Agreement shall be governed by and construed in accordance with the laws of England. Subject to Clause 20, the Parties submit irrevocably to the exclusive jurisdiction of the English courts in respect of any disputes arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

AGREED by the Parties through their duly authorised representatives on the date written at the start of this Agreement:

For and on behalf of Genomics England Limited		**For and on behalf of [Institution]**	
Signed:	.....	Signed:	.....
Full Name:	.....	Full Name:	.....
Job Title:	.....	Job Title:	.....

SCHEDULE 1

Deemed Approval

The Institution disagrees that where a Research Network applicant provides an email address that uses the Institution's email domain name(s) outlined below in this Schedule, then Genomics England can regard such applicant as an Approved Person without requiring further confirmation from the Institution. Only institution-specific email domains are permitted (e.g. not @nhs.net).

Approved email domain(s):

Membership Secretary details

- Primary Membership Secretary:

  Name: _____

  Email: _____

- Secondary Membership Secretary (optional):

  Name: _____

  Email: _____

Email addresses for notices

Genomics England: **research-network@genomicsengland.co.uk** (marked for the attention of the Research Management Team)

Institution: _____

(Name, position and email address of authorised signatory or other relevant individual)

SCHEDULE 2

IDTA Exhibit

International Data Transfer Agreement

VERSION A1.0, in force 21 March 2022

This IDTA has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties and signatures

Start date		
The Parties	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
Parties' details	Full legal name: Genomics England Limited Trading name (if different): Main address (if a company registered address): Level 21, One Canada Square, London, E14 5AB Official registration number (if any) (company number or similar identifier): 08493132	Full legal name: as set out above. Trading name (if different): Main address (if a company registered address): Address: as et out above. Official registration number (if any) (company number or similar identifier): as set out above if applicable.
Key Contact	Full Name (optional): Nick Maltby Job Title: DPO Contact details including email: nick.maltby@genomicsengland.co.uk	Full Name (optional): Set out above Job Title: Set out above Contact details including email: Set out above
Importer Data Subject Contact	As above	As above
Signatures confirming each Party agrees to be bound by this IDTA	Signed for and on behalf of the **Exporter** set out above Signed: Date of signature: Full name: Job title:	Signed for and on behalf of the **Importer** set out above Signed: Date of signature: Full name: Job title:

Table 2: Transfer Details

UK country's law that governs the IDTA:	☒ England and Wales ☐ Northern Ireland ☐ Scotland
Primary place for legal claims to be made by the Parties	☒ England and Wales ☐ Northern Ireland ☐ Scotland
The status of the Exporter	In relation to the Processing of the Transferred Data: ☒ Exporter is a Controller ☐ Exporter is a Processor or Sub-Processor
The status of the Importer	In relation to the Processing of the Transferred Data: ☒ Importer is a Controller ☐ Importer is the Exporter's Processor or Sub-Processor ☐ Importer is **not** the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)
Whether UK GDPR applies to the Importer	☐ UK GDPR applies to the Importer's Processing of the Transferred Data ☒ UK GDPR does not apply to the Importer's Processing of the Transferred Data
Linked Agreement	**If the Importer is the Exporter's Processor or Sub-Processor** – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data: Name of agreement: Date of agreement: Parties to the agreement: Reference (if any): **Other agreements** – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement: Name of agreement: Date of agreement: Parties to the agreement: Reference (if any): **If the Exporter is a Processor or Sub-Processor** – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data:

	Name of agreement: Date of agreement: Parties to the agreement: Reference (if any):
Term	The Importer may Process the Transferred Data for the following time period: ☐ the period for which the Linked Agreement is in force ☐ time period: ☒ (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.
Ending the IDTA before the end of the Term	☐ the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing. ☒ the Parties can end the IDTA before the end of the Term by serving: [2] months' written notice, as set out in Section 29 (How to end this IDTA without there being a breach).
Ending the IDTA when the Approved IDTA changes	Which Parties may end the IDTA as set out in Section 29.2: ☒ Importer ☒ Exporter ☐ neither Party
Can the Importer make further transfers of the Transferred Data?	☒The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data). ☐ The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).
Specific restrictions when the Importer may transfer on the Transferred Data	The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1: ☐ if the Exporter tells it in writing that it may do so. ☐ to: ☐ to the authorised receivers (or the categories of authorised receivers) set out in: ☒ there are no specific restrictions.
Review Dates	☐ No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data First review date: The Parties must review the Security Requirements at least once: ☐ each [Number] month(s)

	☐ each quarter ☐ each 6 months ☐ each year ☐ each [Number] year(s) ☒ each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment

Table 3: Transferred Data

Transferred Data	The personal data to be sent to the Importer under this IDTA consists of: ☒ The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Special Categories of Personal Data and criminal convictions and offences	The Transferred Data includes data relating to: ☐ racial or ethnic origin ☐ political opinions ☐ religious or philosophical beliefs ☐ trade union membership ☒ genetic data ☐ biometric data for the purpose of uniquely identifying a natural person ☒ physical or mental health ☐ sex life or sexual orientation ☐ criminal convictions and offences ☐ none of the above ☐ set out in: And: ☒ The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under section 5.3.
Relevant Data Subjects	The Data Subjects of the Transferred Data are: ☒ The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.

	☐ The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under section 5.3.
Purpose	☐ The Importer may Process the Transferred Data for the following purposes: ☒ The Importer may Process the Transferred Data for the purposes set out in this Data Transfer Agreement. In both cases, any other purposes which are compatible with the purposes set out above. ☒ The purposes will update automatically if the information is updated in the Linked Agreement referred to. ☐ The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change.

Table 4: Security Requirements

The Importer may apply security standards which include the following measures:

- Physical Security
- Resource/Asset management
- Mobile Device Security
- Access and Authorization
- Operational Security such as logging and protection of logs and system and information backup
- Network and communication security such as encryption, development and production environment separation.
- Security event/incident management process
- Human resources Security
- Security and Privacy Awareness and Educations
- Data Classification and Categorization Scheme including guidance based on data categories

Part 2: Extra Protection Clauses – not applicable

Extra Protection Clauses:	

(i) Extra technical security protections	
(ii) Extra organisational protections	
(iii) Extra contractual protections	

Part 3: Commercial Clauses

Commercial Clauses	

Part 4: Mandatory Clauses

Information that helps you to understand this IDTA

1. This IDTA and Linked Agreements

1.1 Each Party agrees to be bound by the terms and conditions set out in the IDTA, in exchange for the other Party also agreeing to be bound by the IDTA.

1.2 This IDTA is made up of:

(a) Part one: Tables;

(b) Part two: Extra Protection Clauses;

(c) Part three: Commercial Clauses; and

(d) Part four: Mandatory Clauses.

1.3 The IDTA starts on the Start Date and ends as set out in Sections 29 or 30.

1.4 If the Importer is a Processor or Sub-Processor instructed by the Exporter: the Exporter must ensure that, on or before the Start Date and during the Term, there is a Linked Agreement which is enforceable between the Parties and which complies with Article 28 UK GDPR (and which they will ensure continues to comply with Article 28 UK GDPR).

1.5 References to the Linked Agreement or to the Commercial Clauses are to that Linked Agreement or to those Commercial Clauses only in so far as they are consistent with the Mandatory Clauses.

2. Legal Meaning of Words

2.1 If a word starts with a capital letter it has the specific meaning set out in the Legal Glossary in Section 36.

2.2 To make it easier to read and understand, this IDTA contains headings and guidance notes. Those are not part of the binding contract which forms the IDTA.

3. You have provided all the information required

3.1 The Parties must ensure that the information contained in Part one: Tables is correct and complete at the Start Date and during the Term.

3.2 In Table 2: Transfer Details, if the selection that the Parties are Controllers, Processors or Sub-Processors is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws) then:

(a) the terms and conditions of the Approved IDTA which apply to the correct option which was not selected will apply; and

(b) the Parties and any Relevant Data Subjects are entitled to enforce the terms and conditions of the Approved IDTA which apply to that correct option.

3.3 In Table 2: Transfer Details, if the selection that the UK GDPR applies is wrong (either as a matter of fact or as a result of applying the UK Data Protection Laws), then the terms and conditions of the IDTA will still apply to the greatest extent possible.

4. How to sign the IDTA

4.1 The Parties may choose to each sign (or execute):

(a) the same copy of this IDTA;

(b) two copies of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement;

(c) a separate, identical copy of the IDTA. In that case, each identical copy is still an original of this IDTA, and together all those copies form one agreement,

unless signing (or executing) in this way would mean that the IDTA would not be binding on the Parties under Local Laws.

5. Changing this IDTA

5.1 Each Party must not change the Mandatory Clauses as set out in the Approved IDTA, except only:

(a) to ensure correct cross-referencing: cross-references to Part one: Tables (or any Table), Part two: Extra Protections, and/or Part three: Commercial Clauses can be changed where the Parties have set out the information in a different format, so that the cross-reference is to the correct location of the same information, or where clauses have been removed as they do not apply, as set out below;

(b) to remove those Sections which are expressly stated not to apply to the selections made by the Parties in Table 2: Transfer Details, that the Parties are Controllers, Processors or Sub-Processors and/or that the Importer is subject to, or not subject to, the UK GDPR. The Exporter and Importer understand and acknowledge that any removed Sections may still apply and form a part of this

IDTA if they have been removed incorrectly, including because the wrong selection is made in Table 2: Transfer Details;

(c) so the IDTA operates as a multi-party agreement if there are more than two Parties to the IDTA. This may include nominating a lead Party or lead Parties which can make decisions on behalf of some or all of the other Parties which relate to this IDTA (including reviewing Table 4: Security Requirements and Part two: Extra Protection Clauses, and making updates to Part one: Tables (or any Table), Part two: Extra Protection Clauses, and/or Part three: Commercial Clauses); and/or

(d) to update the IDTA to set out in writing any changes made to the Approved IDTA under Section 5.4, if the Parties want to. The changes will apply automatically without updating them as described in Section 5.4;

provided that the changes do not reduce the Appropriate Safeguards.

5.2 If the Parties wish to change the format of the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of the Approved IDTA, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

5.3 If the Parties wish to change the information included in Part one: Tables, Part two: Extra Protection Clauses or Part three: Commercial Clauses of this IDTA (or the equivalent information), they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

5.4 From time to time, the ICO may publish a revised Approved IDTA which:

(a) makes reasonable and proportionate changes to the Approved IDTA, including correcting errors in the Approved IDTA; and/or

(b) reflects changes to UK Data Protection Laws.

The revised Approved IDTA will specify the start date from which the changes to the Approved IDTA are effective and whether an additional Review Date is required as a result of the changes. This IDTA is automatically amended as set out in the revised Approved IDTA from the start date specified.

6. Understanding this IDTA

6.1 This IDTA must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.

6.2 If there is any inconsistency or conflict between UK Data Protection Laws and this IDTA, the UK Data Protection Laws apply.

6.3 If the meaning of the IDTA is unclear or there is more than one meaning, the meaning which most closely aligns with the UK Data Protection Laws applies.

6.4 Nothing in the IDTA (including the Commercial Clauses or the Linked Agreement) limits or excludes either Party's liability to Relevant Data Subjects or to the ICO under this IDTA or under UK Data Protection Laws.

6.5 If any wording in Parts one, two or three contradicts the Mandatory Clauses, and/or seeks to limit or exclude any liability to Relevant Data Subjects or to the ICO, then that wording will not apply.

6.6 The Parties may include provisions in the Linked Agreement which provide the Parties with enhanced rights otherwise covered by this IDTA. These enhanced rights may be subject to commercial terms, including payment, under the Linked Agreement, but this will not affect the rights granted under this IDTA.

6.7 If there is any inconsistency or conflict between this IDTA and a Linked Agreement or any other agreement, this IDTA overrides that Linked Agreement or any other agreements, even if those agreements have been negotiated by the Parties. The exceptions to this are where (and in so far as):

(a) the inconsistent or conflicting terms of the Linked Agreement or other agreement provide greater protection for the Relevant Data Subject's rights, in which case those terms will override the IDTA; and

(b) a Party acts as Processor and the inconsistent or conflicting terms of the Linked Agreement are obligations on that Party expressly required by Article 28 UK GDPR, in which case those terms will override the inconsistent or conflicting terms of the IDTA in relation to Processing by that Party as Processor.

6.8 The words "include", "includes", "including", "in particular" are used to set out examples and not to set out a finite list.

6.9 References to:

(a) singular or plural words or people, also includes the plural or singular of those words or people;

(b) legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this IDTA has been signed; and

(c) any obligation not to do something, includes an obligation not to allow or cause that thing to be done by anyone else.

7. Which laws apply to this IDTA

7.1 This IDTA is governed by the laws of the UK country set out in Table 2: Transfer Details. If no selection has been made, it is the laws of England and Wales. This does not apply to Section 35 which is always governed by the laws of England and Wales.

How this IDTA provides Appropriate Safeguards

8. The Appropriate Safeguards

8.1 The purpose of this IDTA is to ensure that the Transferred Data has Appropriate Safeguards when Processed by the Importer during the Term. This standard is met when and for so long as:

(a) both Parties comply with the IDTA, including the Security Requirements and any Extra Protection Clauses; and

(b) the Security Requirements and any Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach, including considering any Special Category Data within the Transferred Data.

8.2 The Exporter must:

(a) ensure and demonstrate that this IDTA (including any Security Requirements and Extra Protection Clauses) provides Appropriate Safeguards; and

(b) (if the Importer reasonably requests) provide it with a copy of any TRA.

8.3 The Importer must:

(a) before receiving any Transferred Data, provide the Exporter with all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including any information which may reasonably be required for the Exporter to carry out any TRA (the "Importer Information");

(b) co-operate with the Exporter to ensure compliance with the Exporter's obligations under the UK Data Protection Laws;

(c) review whether any Importer Information has changed, and whether any Local Laws contradict its obligations in this IDTA and take reasonable steps to verify this, on a regular basis. These reviews must be at least as frequent as the Review Dates; and

(d) inform the Exporter as soon as it becomes aware of any Importer Information changing, and/or any Local Laws which may prevent or limit the Importer complying with its obligations in this IDTA. This information then forms part of the Importer Information.

8.4 The Importer must ensure that at the Start Date and during the Term:

(a) the Importer Information is accurate;

(b) it has taken reasonable steps to verify whether there are any Local Laws which contradict its obligations in this IDTA or any additional information regarding Local Laws which may be relevant to this IDTA.

8.5 Each Party must ensure that the Security Requirements and Extra Protection Clauses provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.

9. Reviews to ensure the Appropriate Safeguards continue

9.1 Each Party must:

(a) review this IDTA (including the Security Requirements and Extra Protection Clauses and the Importer Information) at regular intervals, to ensure that the IDTA remains accurate and up to date and continues to provide the Appropriate Safeguards. Each Party will carry out these reviews as frequently as the relevant Review Dates or sooner; and

(b) inform the other party in writing as soon as it becomes aware if any information contained in either this IDTA, any TRA or Importer Information is no longer accurate and up to date.

9.2 If, at any time, the IDTA no longer provides Appropriate Safeguards the Parties must Without Undue Delay:

(a) pause transfers and Processing of Transferred Data whilst a change to the Tables is agreed. The Importer may retain a copy of the Transferred Data during this pause, in which case the Importer must carry out any Processing required to maintain, so far as possible, the measures it was taking to achieve the Appropriate Safeguards prior to the time the IDTA no longer provided Appropriate Safeguards, but no other Processing;

(b) agree a change to Part one: Tables or Part two: Extra Protection Clauses which will maintain the Appropriate Safeguards (in accordance with Section 5); and

(c) where a change to Part one: Tables or Part two: Extra Protection Clauses which maintains the Appropriate Safeguards cannot be agreed, the Exporter must end this IDTA by written notice on the Importer.

10. The ICO

10.1 Each Party agrees to comply with any reasonable requests made by the ICO in relation to this IDTA or its Processing of the Transferred Data.

10.2 The Exporter will provide a copy of any TRA, the Importer Information and this IDTA to the ICO, if the ICO requests.

10.3 The Importer will provide a copy of any Importer Information and this IDTA to the ICO, if the ICO requests.

The Exporter

11. Exporter's obligations

11.1 The Exporter agrees that UK Data Protection Laws apply to its Processing of the Transferred Data, including transferring it to the Importer.

11.2 The Exporter must:

(a) comply with the UK Data Protection Laws in transferring the Transferred Data to the Importer;

(b) comply with the Linked Agreement as it relates to its transferring the Transferred Data to the Importer; and

(c) carry out reasonable checks on the Importer's ability to comply with this IDTA, and take appropriate action including under Section 9.2, Section 29 or Section 30, if at any time it no longer considers that the Importer is able to comply with this IDTA or to provide Appropriate Safeguards.

11.3 The Exporter must comply with all its obligations in the IDTA, including any in the Security Requirements, and any Extra Protection Clauses and any Commercial Clauses.

11.4 The Exporter must co-operate with reasonable requests of the Importer to pass on notices or other information to and from Relevant Data Subjects or any Third Party Controller where it is not reasonably practical for the Importer to do so. The Exporter may pass these on via a third party if it is reasonable to do so.

11.5 The Exporter must co-operate with and provide reasonable assistance to the Importer, so that the Importer is able to comply with its obligations to the Relevant Data Subjects under Local Law and this IDTA.

The Importer

12. General Importer obligations

12.1 The Importer must:

(a) only Process the Transferred Data for the Purpose;

(b) comply with all its obligations in the IDTA, including in the Security Requirements, any Extra Protection Clauses and any Commercial Clauses;

(c) comply with all its obligations in the Linked Agreement which relate to its Processing of the Transferred Data;

(d) keep a written record of its Processing of the Transferred Data, which demonstrate its compliance with this IDTA, and provide this written record if asked to do so by the Exporter;

(e) if the Linked Agreement includes rights for the Exporter to obtain information or carry out an audit, provide the Exporter with the same rights in relation to this IDTA; and

(f) if the ICO requests, provide the ICO with the information it would be required on request to provide to the Exporter under this Section 12.1 (including the written record of its Processing, and the results of audits and inspections).

12.2 The Importer must co-operate with and provide reasonable assistance to the Exporter and any Third Party Controller, so that the Exporter and any Third Party Controller are able to comply with their obligations under UK Data Protection Laws and this IDTA.

13. Importer's obligations if it is subject to the UK Data Protection Laws

13.1 If the Importer's Processing of the Transferred Data is subject to UK Data Protection Laws, it agrees that:

(a) UK Data Protection Laws apply to its Processing of the Transferred Data, and the ICO has jurisdiction over it in that respect; and

(b) it has and will comply with the UK Data Protection Laws in relation to the Processing of the Transferred Data.

13.2 If Section 13.1 applies and the Importer complies with Section 13.1, it does not need to comply with:

(a) Section 14 (Importer's obligations to comply with key data protection principles);

(b) Section 15 (What happens if there is an Importer Personal Data Breach);

(c) Section 20 (How Relevant Data Subjects can exercise their data subject rights); and

(d) Section 21 (How Relevant Data Subjects can exercise their data subject rights – if the Importer is the Exporter's Processor or Sub-Processor).

14. Importer's obligations to comply with key data protection principles

14.1 The Importer does not need to comply with this Section 14 if it is the Exporter's Processor or Sub-Processor.

14.2 The Importer must:

(a) ensure that the Transferred Data it Processes is adequate, relevant and limited to what is necessary for the Purpose;

(b) ensure that the Transferred Data it Processes is accurate and (where necessary) kept up to date, and (where appropriate considering the Purposes) correct or delete any inaccurate Transferred Data it becomes aware of Without Undue Delay; and

(c) ensure that it Processes the Transferred Data for no longer than is reasonably necessary for the Purpose.

15. What happens if there is an Importer Personal Data Breach

15.1 If there is an Importer Personal Data Breach, the Importer must:

(a) take reasonable steps to fix it, including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again. If the Importer is the Exporter's Processor or Sub-Processor: these steps must comply with the Exporter's instructions and the Linked Agreement and be in co-operation with the Exporter and any Third Party Controller; and

(b) ensure that the Security Requirements continue to provide (or are changed in accordance with this IDTA so they do provide) a level of security which is

appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.

15.2 If the Importer is a Processor or Sub-Processor: if there is an Importer Personal Data Breach, the Importer must:

(a) notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:

(i) a description of the nature of the Importer Personal Data Breach;

(ii) (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;

(iii) likely consequences of the Importer Personal Data Breach;

(iv) steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;

(v) contact point for more information; and

(vi) any other information reasonably requested by the Exporter,

(b) if it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay; and

(c) assist the Exporter (and any Third Party Controller) so the Exporter (or any Third Party Controller) can inform Relevant Data Subjects or the ICO or any other relevant regulator or authority about the Importer Personal Data Breach Without Undue Delay.

15.3 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a risk to the rights or freedoms of any Relevant Data Subject the Importer must notify the Exporter Without Undue Delay after becoming aware of the breach, providing the following information:

(a) a description of the nature of the Importer Personal Data Breach;

(b) (if and when possible) the categories and approximate number of Data Subjects and Transferred Data records concerned;

(c) likely consequences of the Importer Personal Data Breach;

(d) steps taken (or proposed to be taken) to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Appropriate Safeguards are in place;

(e) contact point for more information; and

(f) any other information reasonably requested by the Exporter.

If it is not possible for the Importer to provide all the above information at the same time, it may do so in phases, Without Undue Delay.

15.4 If the Importer is a Controller: if the Importer Personal Data Breach is likely to result in a high risk to the rights or freedoms of any Relevant Data Subject, the Importer must inform those Relevant Data Subjects Without Undue Delay, except in so far as it requires disproportionate effort, and provided the Importer ensures that there is a public communication or similar measures whereby Relevant Data Subjects are informed in an equally effective manner.

15.5 The Importer must keep a written record of all relevant facts relating to the Importer Personal Data Breach, which it will provide to the Exporter and the ICO on request.

15.6 This record must include the steps it takes to fix the Importer Personal Data Breach (including to minimise the harmful effects on Relevant Data Subjects, stop it from continuing, and prevent it happening again) and to ensure that Security Requirements continue to provide a level of security which is appropriate to the risk of a Personal Data Breach occurring and the impact on Relevant Data Subjects of such a Personal Data Breach.

16. Transferring on the Transferred Data

16.1 The Importer may only transfer on the Transferred Data to a third party if it is permitted to do so in Table 2: Transfer Details Table, the transfer is for the Purpose, the transfer does not breach the Linked Agreement, and one or more of the following apply:

(a) the third party has entered into a written contract with the Importer containing the same level of protection for Data Subjects as contained in this IDTA (based on the role of the recipient as controller or processor), and the Importer has conducted a risk assessment to ensure that the Appropriate Safeguards will be protected by that contract; or

(b) the third party has been added to this IDTA as a Party; or

(c) if the Importer was in the UK, transferring on the Transferred Data would comply with Article 46 UK GDPR; or

(d) if the Importer was in the UK transferring on the Transferred Data would comply with one of the exceptions in Article 49 UK GDPR; or

(e) the transfer is to the UK or an Adequate Country.

16.2 The Importer does not need to comply with Section 16.1 if it is transferring on Transferred Data and/or allowing access to the Transferred Data in accordance with Section 23 (Access Requests and Direct Access).

17. Importer's responsibility if it authorises others to perform its obligations

17.1 The Importer may sub-contract its obligations in this IDTA to a Processor or Sub-Processor (provided it complies with Section 16).

17.2 If the Importer is the Exporter's Processor or Sub-Processor: it must also comply with the Linked Agreement or be with the written consent of the Exporter.

17.3 The Importer must ensure that any person or third party acting under its authority, including a Processor or Sub-Processor, must only Process the Transferred Data on its instructions.

17.4 The Importer remains fully liable to the Exporter, the ICO and Relevant Data Subjects for its obligations under this IDTA where it has sub-contracted any obligations to its Processors and Sub-Processors, or authorised an employee or other person to perform them (and references to the Importer in this context will include references to its Processors, Sub-Processors or authorised persons).

What rights do individuals have?

18. The right to a copy of the IDTA

18.1 If a Party receives a request from a Relevant Data Subject for a copy of this IDTA:

(a) it will provide the IDTA to the Relevant Data Subject and inform the other Party, as soon as reasonably possible;

(b) it does not need to provide copies of the Linked Agreement, but it must provide all the information from those Linked Agreements referenced in the Tables;

(c) it may redact information in the Tables or the information provided from the Linked Agreement if it is reasonably necessary to protect business secrets or confidential information, so long as it provides the Relevant Data Subject with a summary of those redactions so that the Relevant Data Subject can understand the content of the Tables or the information provided from the Linked Agreement.

19. The right to Information about the Importer and its Processing

19.1 The Importer does not need to comply with this Section 19 if it is the Exporter's Processor or Sub-Processor.

19.2 The Importer must ensure that each Relevant Data Subject is provided with details of:

- the Importer (including contact details and the Importer Data Subject Contact);
- the Purposes; and
- any recipients (or categories of recipients) of the Transferred Data;

The Importer can demonstrate it has complied with this Section 19.2 if the information is given (or has already been given) to the Relevant Data Subjects by the Exporter or another party.

The Importer does not need to comply with this Section 19.2 in so far as to do so would be impossible or involve a disproportionate effort, in which case, the Importer must make the information publicly available.

19.3 The Importer must keep the details of the Importer Data Subject Contact up to date and publicly available. This includes notifying the Exporter in writing of any such changes.

19.4 The Importer must make sure those contact details are always easy to access for all Relevant Data Subjects and be able to easily communicate with Data Subjects in the English language Without Undue Delay.

20. How Relevant Data Subjects can exercise their data subject rights

20.1 The Importer does not need to comply with this Section 20 if it is the Exporter's Processor or Sub-Processor.

20.2 If an individual requests, the Importer must confirm whether it is Processing their Personal Data as part of the Transferred Data.

20.3 The following Sections of this Section 20, relate to a Relevant Data Subject's Personal Data which forms part of the Transferred Data the Importer is Processing.

20.4 If the Relevant Data Subject requests, the Importer must provide them with a copy of their Transferred Data:

(a) Without Undue Delay (and in any event within one month);

(b) at no greater cost to the Relevant Data Subject than it would be able to charge if it were subject to the UK Data Protection Laws;

(c) in clear and plain English that is easy to understand; and

(d) in an easily accessible form

together with

(e) (if needed) a clear and plain English explanation of the Transferred Data so that it is understandable to the Relevant Data Subject; and

(f) information that the Relevant Data Subject has the right to bring a claim for compensation under this IDTA.

20.5 If a Relevant Data Subject requests, the Importer must:

(a) rectify inaccurate or incomplete Transferred Data;

(b) erase Transferred Data if it is being Processed in breach of this IDTA;

(c) cease using it for direct marketing purposes; and

(d) comply with any other reasonable request of the Relevant Data Subject, which the Importer would be required to comply with if it were subject to the UK Data Protection Laws.

20.6 The Importer must not use the Transferred Data to make decisions about the Relevant Data Subject based solely on automated processing, including profiling (the "Decision-Making"), which produce legal effects concerning the Relevant Data Subject or similarly significantly affects them, except if it is permitted by Local Law and:

(a) the Relevant Data Subject has given their explicit consent to such Decision-Making; or

(b) Local Law has safeguards which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK; or

(c) the Extra Protection Clauses provide safeguards for the Decision-Making which provide sufficiently similar protection for the Relevant Data Subjects in relation to such Decision-Making, as to the relevant protection the Relevant Data Subject would have if such Decision-Making was in the UK.

21. How Relevant Data Subjects can exercise their data subject rights – if the Importer is the Exporter's Processor or Sub-Processor

21.1 Where the Importer is the Exporter's Processor or Sub-Processor: If the Importer receives a request directly from an individual which relates to the Transferred Data it must pass that request on to the Exporter Without Undue Delay. The Importer must only respond to that individual as authorised by the Exporter or any Third Party Controller.

22. Rights of Relevant Data Subjects are subject to the exemptions in the UK Data Protection Laws

22.1 The Importer is not required to respond to requests or provide information or notifications under Sections 18, 19, 20, 21 and 23 if:

(a) it is unable to reasonably verify the identity of an individual making the request; or

(b) the requests are manifestly unfounded or excessive, including where requests are repetitive. In that case the Importer may refuse the request or may charge the Relevant Data Subject a reasonable fee; or

(c) a relevant exemption would be available under UK Data Protection Laws, were the Importer subject to the UK Data Protection Laws.

If the Importer refuses an individual's request or charges a fee under Section 22.1(b) it will set out in writing the reasons for its refusal or charge, and inform the Relevant Data Subject that they are entitled to bring a claim for compensation under this IDTA in the case of any breach of this IDTA.

How to give third parties access to Transferred Data under Local Laws

23. Access requests and direct access

23.1 In this Section 23 an "Access Request" is a legally binding request (except for requests only binding by contract law) to access any Transferred Data and "Direct Access" means direct access to any Transferred Data by public authorities of which the Importer is aware.

23.2 The Importer may disclose any requested Transferred Data in so far as it receives an Access Request, unless in the circumstances it is reasonable for it to challenge that Access Request on the basis there are significant grounds to believe that it is unlawful.

23.3 In so far as Local Laws allow and it is reasonable to do so, the Importer will Without Undue Delay provide the following with relevant information about any Access Request or Direct Access: the Exporter; any Third Party Controller; and where the Importer is a Controller, any Relevant Data Subjects.

23.4 In so far as Local Laws allow, the Importer must:

(a) make and keep a written record of Access Requests and Direct Access, including (if known): the dates, the identity of the requestor/accessor, the purpose of the Access Request or Direct Access, the type of data requested or accessed, whether it was challenged or appealed, and the outcome; and the Transferred Data which was provided or accessed; and

(b) provide a copy of this written record to the Exporter on each Review Date and any time the Exporter or the ICO reasonably requests.

24. Giving notice

24.1 If a Party is required to notify any other Party in this IDTA it will be marked for the attention of the relevant Key Contact and sent by email to the email address given for the Key Contact.

24.2 If the notice is sent in accordance with Section 24.1, it will be deemed to have been delivered at the time the email was sent, or if that time is outside of the receiving Party's normal business hours, the receiving Party's next normal business day, and provided no notice of non-delivery or bounceback is received.

24.3 The Parties agree that any Party can update their Key Contact details by giving 14 days' (or more) notice in writing to the other Party.

25. General clauses

25.1 In relation to the transfer of the Transferred Data to the Importer and the Importer's Processing of the Transferred Data, this IDTA and any Linked Agreement:

(a) contain all the terms and conditions agreed by the Parties; and

(b) override all previous contacts and arrangements, whether oral or in writing.

25.2 If one Party made any oral or written statements to the other before entering into this IDTA (which are not written in this IDTA) the other Party confirms that it has not relied on those statements and that it will not have a legal remedy if those statements are untrue or incorrect, unless the statement was made fraudulently.

25.3 Neither Party may novate, assign or obtain a legal charge over this IDTA (in whole or in part) without the written consent of the other Party, which may be set out in the Linked Agreement.

25.4 Except as set out in Section 17.1, neither Party may sub-contract its obligations under this IDTA without the written consent of the other Party, which may be set out in the Linked Agreement.

25.5 This IDTA does not make the Parties a partnership, nor appoint one Party to act as the agent of the other Party.

25.6 If any Section (or part of a Section) of this IDTA is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity and enforceability of any other Section (or the rest of that Section) of this IDTA.

25.7 If a Party does not enforce, or delays enforcing, its rights or remedies under or in relation to this IDTA, this will not be a waiver of those rights or remedies. In addition, it will not restrict that Party's ability to enforce those or any other right or remedy in future.

25.8 If a Party chooses to waive enforcing a right or remedy under or in relation to this IDTA, then this waiver will only be effective if it is made in writing. Where a Party provides such a written waiver:

(a) it only applies in so far as it explicitly waives specific rights or remedies;

(b) it shall not prevent that Party from exercising those rights or remedies in the future (unless it has explicitly waived its ability to do so); and

(c) it will not prevent that Party from enforcing any other right or remedy in future.

What happens if there is a breach of this IDTA?

26. Breaches of this IDTA

26.1 Each Party must notify the other Party in writing (and with all relevant details) if it:

(a) has breached this IDTA; or

(b) it should reasonably anticipate that it may breach this IDTA, and provide any information about this which the other Party reasonably requests.

26.2 In this IDTA "Significant Harmful Impact" means that there is more than a minimal risk of a breach of the IDTA causing (directly or indirectly) significant damage to any Relevant Data Subject or the other Party.

27. Breaches of this IDTA by the Importer

27.1 If the Importer has breached this IDTA, and this has a Significant Harmful Impact, the Importer must take steps Without Undue Delay to end the Significant Harmful Impact, and if that is not possible to reduce the Significant Harmful Impact as much as possible.

27.2 Until there is no ongoing Significant Harmful Impact on Relevant Data Subjects:

(a) the Exporter must suspend sending Transferred Data to the Importer;

(b) If the Importer is the Exporter's Processor or Sub-Processor: if the Exporter requests, the importer must securely delete all Transferred Data or securely return it to the Exporter (or a third party named by the Exporter); and

(c) if the Importer has transferred on the Transferred Data to a third party receiver under Section 16, and the breach has a Significant Harmful Impact on Relevant

Data Subject when it is Processed by or on behalf of that third party receiver, the Importer must:

(i) notify the third party receiver of the breach and suspend sending it Transferred Data; and

(ii) if the third party receiver is the Importer's Processor or Sub-Processor: make the third party receiver securely delete all Transferred Data being Processed by it or on its behalf, or securely return it to the Importer (or a third party named by the Importer).

27.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Exporter must end this IDTA under Section 30.1.

28. Breaches of this IDTA by the Exporter

28.1 If the Exporter has breached this IDTA, and this has a Significant Harmful Impact, the Exporter must take steps Without Undue Delay to end the Significant Harmful Impact and if that is not possible to reduce the Significant Harmful Impact as much as possible.

28.2 Until there is no ongoing risk of a Significant Harmful Impact on Relevant Data Subjects, the Exporter must suspend sending Transferred Data to the Importer.

28.3 If the breach cannot be corrected Without Undue Delay, so there is no ongoing Significant Harmful Impact on Relevant Data Subjects, the Importer must end this IDTA under Section 30.1.

Ending the IDTA

29. How to end this IDTA without there being a breach

29.1 The IDTA will end:

(a) at the end of the Term stated in Table 2: Transfer Details; or

(b) if in Table 2: Transfer Details, the Parties can end this IDTA by providing written notice to the other: at the end of the notice period stated;

(c) at any time that the Parties agree in writing that it will end; or

(d) at the time set out in Section 29.2.

29.2 If the ICO issues a revised Approved IDTA under Section 5.4, if any Party selected in Table 2 "Ending the IDTA when the Approved IDTA changes", will as a direct result of the changes in the Approved IDTA have a substantial, disproportionate and demonstrable increase in:

(a) its direct costs of performing its obligations under the IDTA; and/or

(b) its risk under the IDTA,

and in either case it has first taken reasonable steps to reduce that cost or risk so that it is not substantial and disproportionate, that Party may end the IDTA at the end of a

reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved IDTA.

30. How to end this IDTA if there is a breach

30.1 A Party may end this IDTA immediately by giving the other Party written notice if:

(a) the other Party has breached this IDTA and this has a Significant Harmful Impact. This includes repeated minor breaches which taken together have a Significant Harmful Impact, and

(i) the breach can be corrected so there is no Significant Harmful Impact, and the other Party has failed to do so Without Undue Delay (which cannot be more than 14 days of being required to do so in writing); or

(ii) the breach and its Significant Harmful Impact cannot be corrected;

(b) the Importer can no longer comply with Section 8.3, as there are Local Laws which mean it cannot comply with this IDTA and this has a Significant Harmful Impact.

31. What must the Parties do when the IDTA ends?

31.1 If the parties wish to bring this IDTA to an end or this IDTA ends in accordance with any provision in this IDTA, but the Importer must comply with a Local Law which requires it to continue to keep any Transferred Data then this IDTA will remain in force in respect of any retained Transferred Data for as long as the retained Transferred Data is retained, and the Importer must:

(a) notify the Exporter Without Undue Delay, including details of the relevant Local Law and the required retention period;

(b) retain only the minimum amount of Transferred Data it needs to comply with that Local Law, and the Parties must ensure they maintain the Appropriate Safeguards, and change the Tables and Extra Protection Clauses, together with any TRA to reflect this; and

(c) stop Processing the Transferred Data as soon as permitted by that Local Law and the IDTA will then end and the rest of this Section 31 will apply.

31.2 When this IDTA ends (no matter what the reason is):

(a) the Exporter must stop sending Transferred Data to the Importer; and

(b) if the Importer is the Exporter's Processor or Sub-Processor: the Importer must delete all Transferred Data or securely return it to the Exporter (or a third party named by the Exporter), as instructed by the Exporter;

(c) if the Importer is a Controller and/or not the Exporter's Processor or Sub-Processor: the Importer must securely delete all Transferred Data.

(d) the following provisions will continue in force after this IDTA ends (no matter what the reason is):

- **Section 1** (This IDTA and Linked Agreements);

- **Section 2** (Legal Meaning of Words);
- **Section 6** (Understanding this IDTA);
- **Section 7** (Which laws apply to this IDTA);
- **Section 10** (The ICO);
- **Sections 11.1 and 11.4** (Exporter's obligations);
- **Sections 12.1(b), 12.1(c), 12.1(d), 12.1(e) and 12.1(f)** (General Importer obligations);
- **Section 13.1** (Importer's obligations if it is subject to UK Data Protection Laws);
- **Section 17** (Importer's responsibility if it authorised others to perform its obligations);
- **Section 24** (Giving notice);
- **Section 25** (General clauses);
- **Section 31** (What must the Parties do when the IDTA ends);
- **Section 32** (Your liability);
- **Section 33** (How Relevant Data Subjects and the ICO may bring legal claims);
- **Section 34** (Courts legal claims can be brought in);
- **Section 35** (Arbitration); and
- **Section 36** (Legal Glossary).

How to bring a legal claim under this IDTA

32. Your liability

32.1 The Parties remain fully liable to Relevant Data Subjects for fulfilling their obligations under this IDTA and (if they apply) under UK Data Protection Laws.

32.2 Each Party (in this Section, "Party One") agrees to be fully liable to Relevant Data Subjects for the entire damage suffered by the Relevant Data Subject, caused directly or indirectly by:

(a) Party One's breach of this IDTA; and/or

(b) where Party One is a Processor, Party One's breach of any provisions regarding its Processing of the Transferred Data in the Linked Agreement;

(c) where Party One is a Controller, a breach of this IDTA by the other Party if it involves Party One's Processing of the Transferred Data (no matter how minimal)

in each case unless Party One can prove it is not in any way responsible for the event giving rise to the damage.

32.3 If one Party has paid compensation to a Relevant Data Subject under Section 32.2, it is entitled to claim back from the other Party that part of the compensation corresponding to the other Party's responsibility for the damage, so that the compensation is fairly divided between the Parties.

32.4 The Parties do not exclude or restrict their liability under this IDTA or UK Data Protection Laws, on the basis that they have authorised anyone who is not a Party (including a Processor) to perform any of their obligations, and they will remain responsible for performing those obligations.

33. How Relevant Data Subjects and the ICO may bring legal claims

33.1 The Relevant Data Subjects are entitled to bring claims against the Exporter and/or Importer for breach of the following (including where their Processing of the Transferred Data is involved in a breach of the following by either Party):

- **Section 1** (This IDTA and Linked Agreements);
- **Section 3** (You have provided all the information required by Part one: Tables and Part two: Extra Protection Clauses);
- **Section 8** (The Appropriate Safeguards);
- **Section 9** (Reviews to ensure the Appropriate Safeguards continue);
- **Section 11** (Exporter's obligations);
- **Section 12** (General Importer Obligations);
- **Section 13** (Importer's obligations if it is subject to UK Data Protection Laws);
- **Section 14** (Importer's obligations to comply with key data protection laws);
- **Section 15** (What happens if there is an Importer Personal Data Breach);
- **Section 16** (Transferring on the Transferred Data);
- **Section 17** (Importer's responsibility if it authorises others to perform its obligations);
- **Section 18** (The right to a copy of the IDTA);
- **Section 19** (The Importer's contact details for the Relevant Data Subjects);
- **Section 20** (How Relevant Data Subjects can exercise their data subject rights);
- **Section 21** (How Relevant Data Subjects can exercise their data subject rights – if the Importer is the Exporter's Processor or Sub-Processor);
- **Section 23** (Access Requests and Direct Access);

- **Section 26** (Breaches of this IDTA);
- **Section 27** (Breaches of this IDTA by the Importer);
- **Section 28** (Breaches of this IDTA by the Exporter);
- **Section 30** (How to end this IDTA if there is a breach);
- **Section 31** (What must the Parties do when the IDTA ends); and
- any other provision of the IDTA which expressly or by implication benefits the Relevant Data Subjects.

33.2 The ICO is entitled to bring claims against the Exporter and/or Importer for breach of the following Sections: Section 10 (The ICO), Sections 11.1 and 11.2 (Exporter's obligations), Section 12.1.6 (General Importer obligations) and Section 13 (Importer's obligations if it is subject to UK Data Protection Laws).

33.3 No one else (who is not a Party) can enforce any part of this IDTA (including under the Contracts (Rights of Third Parties) Act 1999).

33.4 The Parties do not need the consent of any Relevant Data Subject or the ICO to make changes to this IDTA, but any changes must be made in accordance with its terms.

33.5 In bringing a claim under this IDTA, a Relevant Data Subject may be represented by a not-for-profit body, organisation or association under the same conditions set out in Article 80(1) UK GDPR and sections 187 to 190 of the Data Protection Act 2018.

34. Courts legal claims can be brought in

34.1 The courts of the UK country set out in Table 2: Transfer Details have non-exclusive jurisdiction over any claim in connection with this IDTA (including non-contractual claims).

34.2 The Exporter may bring a claim against the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.

34.3 The Importer may only bring a claim against the Exporter in connection with this IDTA (including non-contractual claims) in the courts of the UK country set out in the Table 2: Transfer Details.

34.4 Relevant Data Subjects and the ICO may bring a claim against the Exporter and/or the Importer in connection with this IDTA (including non-contractual claims) in any court in any country with jurisdiction to hear the claim.

34.5 Each Party agrees to provide to the other Party reasonable updates about any claims or complaints brought against it by a Relevant Data Subject or the ICO in connection with the Transferred Data (including claims in arbitration).

35. Arbitration

35.1 Instead of bringing a claim in a court under Section 34, any Party, or a Relevant Data Subject may elect to refer any dispute arising out of or in connection with this IDTA (including non-contractual claims) to final resolution by arbitration under the Rules of the London Court of International Arbitration, and those Rules are deemed to be incorporated by reference into this Section 35.

35.2 The Parties agree to submit to any arbitration started by another Party or by a Relevant Data Subject in accordance with this Section 35.

35.3 There must be only one arbitrator. The arbitrator (1) must be a lawyer qualified to practice law in one or more of England and Wales, or Scotland, or Northern Ireland and (2) must have experience of acting or advising on disputes relating to UK Data Protection Laws.

35.4 London shall be the seat or legal place of arbitration. It does not matter if the Parties selected a different UK country as the "primary place for legal claims to be made" in Table 2: Transfer Details.

35.5 The English language must be used in the arbitral proceedings.

35.6 English law governs this Section 35. This applies regardless of whether or not the parties selected a different UK country's law as the "UK country's law that governs the IDTA" in Table 2: Transfer Details.

36. Legal Glossary

Word or Phrase	Legal definition (this is how this word or phrase must be interpreted in the IDTA)
Access Request	As defined in Section 23, as a legally binding request (except for requests only binding by contract law) to access any Transferred Data.
Adequate Country	A third country, or: • a territory; • one or more sectors or organisations within a third country; • an international organisation; which the Secretary of State has specified by regulations provides an adequate level of protection of Personal Data in accordance with section 17A of the Data Protection Act 2018.
Appropriate Safeguards	The standard of protection over the Transferred Data and of the Relevant Data Subject's rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying

	on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved IDTA	The template IDTA A1.0 issued by the ICO and laid before Parliament in accordance with section 119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4.
Commercial Clauses	The commercial clauses set out in Part three.
Controller	As defined in the UK GDPR.
Damage	All material and non-material loss and damage.
Data Subject	As defined in the UK GDPR.
Decision-Making	As defined in Section 20.6, as decisions about the Relevant Data Subjects based solely on automated processing, including profiling, using the Transferred Data.
Direct Access	As defined in Section 23 as direct access to any Transferred Data by public authorities of which the Importer is aware.
Exporter	The exporter identified in Table 1: Parties & Signature.
Extra Protection Clauses	The clauses set out in Part two: Extra Protection Clauses.
ICO	The Information Commissioner.
Importer	The importer identified in Table 1: Parties & Signature.
Importer Data Subject Contact	The Importer Data Subject Contact identified in Table 1: Parties & Signature, which may be updated in accordance with Section 19.
Importer Information	As defined in Section 8.3(a), as all relevant information regarding Local Laws and practices and the protections and risks which apply to the Transferred Data when it is Processed by the Importer, including for the Exporter to carry out any TRA.
Importer Personal Data Breach	A "personal data breach" as defined in UK GDPR, in relation to the Transferred Data when Processed by the Importer.
Linked Agreement	The linked agreements set out in Table 2: Transfer Details (if any).
Local Laws	Laws which are not the laws of the UK and which bind the Importer.
Mandatory Clauses	Part four: Mandatory Clauses of this IDTA.
Notice Period	As set out in Table 2: Transfer Details.
Party/Parties	The parties to this IDTA as set out in Table 1: Parties & Signature.
Personal Data	As defined in the UK GDPR.
Personal Data Breach	As defined in the UK GDPR.

Processing	As defined in the UK GDPR. When the IDTA refers to Processing by the Importer, this includes where a third party Sub-Processor of the Importer is Processing on the Importer's behalf.
Processor	As defined in the UK GDPR.
Purpose	The "Purpose" set out in Table 2: Transfer Details, including any purposes which are not incompatible with the purposes stated or referred to.
Relevant Data Subject	A Data Subject of the Transferred Data.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
Review Dates	The review dates or period for the Security Requirements set out in Table 2: Transfer Details, and any review dates set out in any revised Approved IDTA.
Significant Harmful Impact	As defined in Section 26.2 as where there is more than a minimal risk of the breach causing (directly or indirectly) significant harm to any Relevant Data Subject or the other Party.
Special Category Data	As described in the UK GDPR, together with criminal conviction or criminal offence data.
Start Date	As set out in Table 1: Parties and signature.
Sub-Processor	A Processor appointed by another Processor to Process Personal Data on its behalf. This includes Sub-Processors of any level, for example a Sub-Sub-Processor.
Tables	The Tables set out in Part one of this IDTA.
Term	As set out in Table 2: Transfer Details.
Third Party Controller	The Controller of the Transferred Data where the Exporter is a Processor or Sub-Processor. If there is not a Third Party Controller this can be disregarded.
Transfer Risk Assessment or TRA	A risk assessment in so far as it is required by UK Data Protection Laws to demonstrate that the IDTA provides the Appropriate Safeguards.
Transferred Data	Any Personal Data which the Parties transfer, or intend to transfer under this IDTA, as described in Table 2: Transfer Details.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

Without Undue Delay	Without undue delay, as that phase is interpreted in the UK GDPR.

Alternative Part 4 Mandatory Clauses:

Mandatory Clauses	Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with section 119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.

AGREED by the Parties through their duly authorised representatives on the date written at the start of this Agreement:

For Genomics England Limited

Authorised Signatory: _____

Print name: _____

For [name of Institution]

Authorised Signatory: _____

Print name: _____