

**THE BOARD OF THE PENSION PROTECTION FUND**  
**ADDENDUM TO TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES TO THE PPF**  
**PERSONAL DATA PROCESSING TERMS**

Version 1.0, November 2024

*This Addendum is intended to be used in conjunction with the PPF's Terms and Conditions for the Supply of Services to the PPF (the "Core Terms") and can be elected from the Order Form used to call off services under those terms. WHEN USING THIS ADDENDUM YOU MUST ALSO COMPLETE THE SEPARATE DATA PROCESSING INSTRUCTIONS FORM.*

**1. Definitions**

- 1.1. Except to the extent specified otherwise in this Addendum, defined terms will have the meanings given in the Core Terms.
- 1.2. Capitalised defined terms used in this Addendum have the following meanings:
  - (a) **Data Protection Legislation** means all applicable laws, rules and regulations applicable from time to time relating to data protection, privacy and/or the processing of data relating to identified or identifiable individuals, including UK GDPR and any laws and regulations that implement, supplement or amend UK GDPR, including where applicable the guidance and codes of practice issued by the Information Commissioner;
  - (b) **Model Clauses** means contractual clauses and/or modules that have been approved for use by the relevant supervisory authorities under applicable Data Protection Legislation to enable the lawful transfer of personal data to a country or organisation that would otherwise not be regarded as having adequate safeguards for personal data (which as at the date of this Agreement includes EU SCC's as amended by the UK IDTA);
  - (c) **PPF Personal Data** means any personal data which is processed from time to time by or on behalf of the Supplier in the course of providing Services to and/or for or on behalf of the PPF, under or in connection with the Contract;
  - (d) **Restricted Transfer** means the transfer of any PPF Personal Data to any country or organisation, where such transfer would be prohibited by Data Protection Legislation (or the terms of data transfer agreements put in place to address data transfer restrictions in Data Protection Legislation) in the absence of the use of Model Clauses; and
  - (e) **UK GDPR** has the meaning given to it in s.3(10) (as supplemented by s.205(4) of the Data Protection Act 2018.
- 1.3. Any references to 'controller', 'processor' or 'processing' in this Addendum have the meanings given to those terms under UK GDPR.

**2. Processing of Personal Data**

- 2.1. The Parties acknowledge that during the performance of the Agreement, the Supplier may process PPF Personal Data. The **DATA PROCESSING INSTRUCTIONS** set out further details of this personal data and the purposes for which it shall or may be processed. The Supplier shall only process PPF Personal Data for purposes authorised in writing by the PPF from time to time and shall keep a record of all such processing.
- 2.2. The Supplier must comply with all applicable Data Protection Legislation at all times when processing PPF Personal Data and shall not, by any act or omission, put the PPF in breach of any Data Protection Legislation.

- 2.3. The Supplier will (at its own cost):

- (a) only process the PPF Personal Data in accordance with the PPF's written instructions from time to time, unless such processing is required by any Law (other than contract Law) to which the Supplier is subject, in which case, the Supplier shall (to the extent permitted by Law) inform the PPF of that legal requirement before carrying out the processing. The Supplier shall immediately inform the PPF if, in its opinion, an instruction infringes Data Protection Legislation or other UK or other applicable Law; and
- (b) take all appropriate technical and organisational measures to ensure a level of security for the PPF Personal Data which is appropriate to the risks to individuals that may result from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the PPF Personal Data, addressing appropriately encryption of personal data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, and regularly evaluating the effectiveness of its security measures. Without prejudice to the generality of the previous sentence, the Supplier shall, in addition and without prejudice to its other obligations under the Agreement, take and comply with all of the measures it has informed the PPF that it will take to protect the PPF Personal Data and shall update them from time to time throughout the term of the Agreement so that they continue to comply with good industry practice (and shall not make any changes that might result in a lesser degree of protection being afforded to any PPF Personal Data). If there is any conflict or inconsistency between any of these requirements, the requirement that provides the greater level of security shall apply.

- 2.4. The Supplier must not engage or authorise (and will ensure that no sub-processor of any tier engages or authorises) a sub-processor or any other third party (other than the Supplier own staff) to process the PPF Personal Data unless:

- (a) it has obtained prior written consent from the PPF (which may be granted or withheld in the PPF's sole discretion); and
- (b) the proposed sub-processor or other third party has either entered into a direct contract with the PPF or a contract with the Supplier incorporating provisions equivalent to those in this Agreement relating to confidentiality, data protection and security. For the avoidance of doubt, the Supplier shall remain liable for the acts and omissions of its sub-processors (of whatever tier) as if they were the Supplier's own.

- 2.5. The Supplier will ensure that:

- (a) access to the PPF Personal Data is limited to those individuals who need access to that data to enable the Supplier to meet its obligations under this Agreement (together the "**Authorised Personnel**"); and

(b) all Authorised Personnel are appropriately trained in the handling of the PPF Personal Data, are informed of the confidential nature of the PPF Personal Data and are bound by and comply with appropriate confidentiality obligations and usage restriction when accessing it. The Supplier shall be responsible for the acts and omissions of Authorised Personnel as if they were those of the Supplier itself.

### **3. Restricted Transfers**

The Supplier must not make or permit any Restricted Transfer of any PPF Personal Data without the PPF's prior written consent and subject to the implementation of such measures and the conclusion of all contracts (including Model Clauses) as are required to enable the PPF to comply with Data Protection Legislation in relation to such transfer;

### **4. Provision of Information and Assistance**

4.1. The Supplier will complete such IT and data security questionnaires as the PPF reasonably requires. The Supplier warrants and represents that the answers that it has provided in response to such questionnaires are accurate and will notify the PPF as soon as reasonably practicable if any answers given cease to be accurate or correct.

4.2. The Supplier will provide all assistance reasonably required to enable the PPF to:

- (a) fulfil the PPF's obligations to respond to any requests from data subjects and/or any supervisory authority in accordance with Data Protection Legislation; and
- (b) fulfil the PPF's obligations to perform data protection impact assessments and consult with supervisory authorities in relation to any high-risk processing of Personal Data under the Agreement.

4.3. The Supplier shall:

- (a) make available to the PPF all information, documentation and assistance the PPF reasonably requests from time to time to enable the PPF to verify that the Supplier is in compliance with its obligations under this Addendum; and
- (b) permit the PPF (either itself or through third party auditors appointed by the PPF) to audit the Supplier's compliance with this Addendum on the occurrence or suspected occurrence of any breach or suspected breach of security, and otherwise when reasonably required by the PPF from time to time.

4.4. If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of the PPF Personal Data, it shall immediately notify the PPF and it shall provide the PPF (at no cost to the PPF) with full co-operation and assistance in relation to any such complaint, notice or communication.

### **5. Personal Data Breaches**

5.1. The Supplier will inform the PPF immediately (and in any event within 48 hours) if at any time:

- (a) there is a breach or suspected breach of security in relation to any PPF Personal Data;
- (b) any PPF Personal Data is or is suspected to be used, disclosed to or accessed by a third party except in accordance with this Agreement; or
- (c) any PPF Personal Data is lost, corrupted, destroyed or otherwise rendered unusable.

5.2. When complying with clause 5.2, the Supplier will provide a description of (and the approximate volume of):

(a) PPF Personal Data and data subjects affected,

(b) the nature of the breach,

(c) the likely consequences of the breach

(d) and the measures taken and/or proposed to be taken to address the breach.

5.3. The Supplier will provide all necessary assistance to the PPF in making notifications to the Information Commissioner, affected individuals and any other supervisory authorities and regulators (together "**Regulators**").

5.4. The Supplier will, at its own cost, immediately take such actions as the PPF shall reasonably require to remedy the breach and to avoid (or where that is not possible to minimise) potential loss, damage or distress to affected data subjects. The Supplier shall also reimburse the PPF for all legal and other costs reasonably incurred in connection with such breach or suspected breach and any associated remedial action, including any costs associated with investigation of the issue, and notifications to affected individuals, the Information Commissioner and other Regulators;

### **6. Liability for Personal Data Breaches**

Unless otherwise specified in the Order Form and notwithstanding any provision to the contrary in the Core Terms, the Supplier's liability to the PPF in respect of matters falling within the scope of this Addendum shall be limited to £10,000,000 (ten million pounds) in aggregate.

### **7. Termination**

7.1. On the expiry or termination of the provision of the Services ("**Service Termination**"), the Supplier shall notify the PPF of the PPF Personal Data that it holds.

7.2. Where requested by the PPF, the Supplier shall immediately transfer to the PPF (or any replacement supplier nominated by the PPF) a copy of all PPF Personal Data in a non-proprietary format. Promptly after the expiry of 60 (sixty) calendar days following Service Termination, the Supplier shall securely and permanently destroy all copies of PPF Personal Data in its possession or control (other than any copy transferred to the PPF in accordance with this paragraph) unless the Supplier is required by law to retain any copies of such data.

7.3. The Supplier shall be the data controller in relation to any retained PPF Personal Data, shall process it solely as necessary to comply with its legal obligations and shall comply with all applicable Data Protection Legislation in relation to such data.