

Data Protection Legislation: means all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction including without limitation Regulation (EU) 2016/ 679 the General Data Protection Regulation (GDPR) and any national implementing laws, or any order, guidelines and instructions issued by a relevant national or judicial authority in England or the European Union. For the purposes of this Agreement, “Data Controller”, “Data Processor”, “Joint-Controller”, “Sub-processor”, “Personal Data”, “Special Category Personal Data”, “Data Subject” and “processing” shall have the meanings as defined in the GDPR.

1. Data Protection
 - 1.1 Both parties will comply with all applicable requirements under the Data Protection Legislation and this Addendum. This Addendum is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation.
 - 1.2 Both parties acknowledge that for the purposes of this Agreement, they may share with the other Personal Data relating either to a Candidate or to a Temporary Worker or prospective Temporary Worker.
 - 1.3 Both parties agree that they are joint Data Controllers, for the purposes of this Agreement, of any Personal Data relating to:
 - 1.3.1 Prospective Candidates (including prospective);
 - 1.3.2 Temporary Workers (including prospective);that they each share with the other for the purposes of any services to be provided under this Agreement, or during the course of any related business transactions between the parties that may involve the sharing of such Personal Data (irrespective of at what point in time, if at all, such a Candidate, prospective Candidate, Temporary Worker or prospective Temporary Worker becomes the subject of an appointment or assignment for You)
2. Both parties agree only to process such data strictly in accordance with the provisions of the Data Protection Legislation. Nothing in this Agreement shall relieve either party of their respective obligations as Data Controllers under the Data Protection Legislation in regard to the Personal Data as may be shared between the parties for the purposes of this Agreement.
3. You confirm that as a Data Controller it will make available to the Candidates, prospective Candidates, Temporary Workers and

prospective Temporary Workers whose Personal Data it is processing for the purposes of the services under this Agreement by way of a privacy notice or similar the information it is obliged to provide under Article 14 of the GDPR.

4. You shall:
 - 4.1 process such Personal Data solely for the purposes of considering the suitability of the Data Subject for an appointment or assignment (including if thought fit, selection and interview purposes), and managing that appointment or assignment in the ways set out in the terms of this Agreement and for no other purpose;
 - 4.2 not disclose any such Personal Data to any third party without that Data Subject's explicit consent or in accordance with clause 5.3 of this Addendum;
 - 4.3 operate appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such personal data and against loss, destruction or damage to such personal data; and
 - 4.4 destroy or return to Us all copies of such Personal Data without undue delay that We have shared with You if the Data Subject does not in the event undertake an Appointment or Assignment with You. place_
 - 4.5 Notwithstanding the provision of clause 4.4 of this Addendum, We acknowledge and agree that You may be required to retain a copy to satisfy any legal or regulatory requirements to which You may be subject, in which case it shall inform Us, unless that legal requirement prohibits You from doing so.
5. Both parties shall:
 - 5.1 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - 5.2 agree to co-operate in responding to any request from a Data Subject and in ensuring compliance with the other party's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
 - 5.3 only appoint a third party to act as a Data Processor or Sub-processor of the Personal Data relating to Candidates, prospective Candidates, Temporary Workers by way of a written Agreement incorporating the mandatory data processing terms set out in article 28 of the GDPR.
6. Both parties acknowledge that for the purpose of their business relationship, each party will process Personal Data relating to the employees, agents or representatives of the other in the capacity of Data Controllers. When each party is processing the Personal Data of employees, agents of representatives it will do so in accordance with the provisions of the Data Protection Legislation.