Data Processing Agreement - GDPR

Agreement subject to the General Data Protection Regulation 2016/679 (GDPR)

RMS

DATA PROCESSING AGREEMENT

This Agreement is subject to the General Data Protection Regulation 2016/679 (GDPR) and the following terms shall have the meaning given them in the GDPR.

Processing

The Parties hereby agree that the Customer is the sole Controller of the Client Personal Data and the Customer has appointed RMS as Processor. The duration of the Processing shall correspond to the duration of the Service. RMS shall process the Client Personal Data according to this Agreement and the Customer's written instructions. RMS shall comply with all EEA data protection laws and regulations in respect of the Services. RMS shall not be responsible for determining the requirements of laws applicable to the Customer's business and the Customer will not use the Services in conjunction with Personal Data to the extent doing so would violate applicable Data Protection Laws.

Technical and Organisational Measures

RMS will implement and maintain technical and organisational measures to ensure a level of security appropriate to the risk. RMS confirms that existing technical and organisational measures provide an appropriate level of protection for the Client Personal Data taking into account the risks associated with the Processing of Client Personal Data.

Data Subject Rights and Requests

To the extent permitted by law, RMS will inform the Customer of requests from Data Subjects exercising their Data Subject rights (e.g. rectification, deletion and blocking of data) addressed directly to RMS. The Customer shall be responsible to respond to such requests. RMS will reasonably assist the Customer in responding to such requests.

If a Data Subject brings a claim directly against RMS for a violation of their Data Subject rights, the Customer will indemnify RMS for any cost, charge, damages, expenses or loss arising from such claim, to the extent that RMS has notified the Customer about the claim and given the Customer the opportunity to cooperate with RMS in the defense and settlement of the claim. Subject to the terms of this Agreement, the Customer may claim from RMS amounts paid to a Data Subject for a violation of their Data Subject Rights caused by RMS' breach of its obligations under GDPR.

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Third Party Requests

RMS will not disclose Client Personal Data to any third party, unless authorised by the Customer or required by law. If a government of Supervisory Authority demands access to Client Personal Data, RMS will notify the Customer prior to disclosure, unless prohibited by law.

Audits

RMS shall assist with audits, including inspections.   Upon the Customer's written request, RMS will provide the Customer with the most recent summary of audit reports to test, assess and evaluate the effectiveness of technical and organisational measures.

Return or Deletion of Client Personal Data

Upon termination or expiry of this Agreement, RMS will either delete or return client Personal Data in its possession unless otherwise required by applicable law.

Subprocessors

The Customer authorises RMS to engage subcontractors to Process Client Personal Data (Subprocessors). A list of current Subprocessors is set out in RMS website https://www.rmscloud.com/gdpr/subprocessors/ RMS will notify the Customer in advance of any changes to Subprocessors. Within 30 days of such notification, the Customer can object to the change on the basis that such change would cause the Customer to violate applicable legal requirements. The Customer's objections must be in writing and contain specific reasons for its objection and options to mitigate, if any. If the Customer does not object within the 30 days of such notification RMS shall be entitled to proceed with the change. RMS shall impose substantially similar data protection obligations as set out in this Agreement on any approved Subprocessor prior to the Subprocessor Processing any Client Personal Data. If RMS cannot reasonably accommodate the Customer's objection then the Customer may terminate the affected Services by providing RMS with a written notice within one month of RMS' notice.

DATA PROCESSING AGREEMENT

Transborder Data Processing

By agreeing to this Data Processing Agreement, the Customer is entering into the EU Standard Contractual Clauses as referred to in the GDPR regulations for Data Processing established outside either the European Economic Area or in countries considered by the European Commission to have adequate protection.

Personal Data Breach

RMS will notify the Customer without undue delay after becoming aware of a Personal Data Breach with respect to the Services. RMS will promptly investigate the Personal Data Breach and will assist the Customer as set out below.

Assistance

RMS will assist the Customer for the fulfilment of the Customer's obligation to comply with the rights of Data Subjects and in ensuring compliance with the Customer's obligations relating to the security of Processing, the notification of a Personal Data Breach and the Data Protection Impact Assessment taking into account the information available to RMS.

The Customer will make a written request for any assistance referred to in this Agreement. RMS will charge the Customer no more than a reasonable charge to perform such assistance.

– END –