

### **Introduction & contents:**

If you are partnering with the Turing and the processing of personal data is part of that arrangement the following Data Processing Terms will apply in the following situations unless you have agreed separate bespoke terms with us in writing:

- (a) In all scenarios set out below the [Data Processing Terms – Definition and Interpretation](#) module will apply. These set out how the Data Processing Terms work as well as key definitions that apply to all of the modules.
- (b) Where you and we are data controllers the [Data Processing Terms – Controller to Controller](#) module will apply:
- (c) Where either you or we are a data processor the [Data Processing Terms – Controller to Processor](#) module will apply
- (d) Where you or we may transfer personal data to another jurisdiction outside of the UK the [Data Processing Terms - International Data Transfer](#) module will apply. We may also seek your support in carrying out a risk assessment associated with that transfer where relevant.

# The Alan Turing Institute

## Data Processing Terms: Definitions and Interpretation module

### 1 How these Data Processing Terms work:

- 1.1 If you are working with the Alan Turing Institute (the “**Institute**”) and/or Turing Innovations Limited (“**TIL**”, together or separately referred to as the “**Turing**”, “**we**” or “**us**” as the case may be) you and we (the “**parties**”) will have an agreement in place relating to the terms of that arrangement. We refer to that agreement as the “Linked Agreement” as further defined below.
- 1.2 Where the activities under that Linked Agreement involve the processing of personal data you and we will need to ensure that certain matters are covered in our arrangements in order to comply with applicable Data Protection Legislation. For ease of use we have set out our default data processing terms to assist with this. These Data Processing Terms will apply to the arrangements between you and us unless you and we have agreed other terms in writing.
- 1.3 These Data Processing Terms operate in a modular format for ease of use. They consist of the following:
  - 1.3.1 These Data Processing Terms – Definitions and Interpretation Module: These apply to the Linked Agreement unless the parties have expressly agreed other terms. They cover the basic definitions etc., that apply to the relevant Linked Agreement and applicable other data processing modules noted below.
  - 1.3.2 Where you and we are both Data Controllers the Data Processing Terms – Controller to Controller module will apply to the relevant Linked Agreement unless you and we have agreed other terms elsewhere in writing.
  - 1.3.3 Where either you or the Turing is a Data Processor the Data Processing Terms – Controller to Processor module will apply to the relevant Linked Agreement unless you and we have agreed other terms elsewhere in writing.
  - 1.3.4 Where you or we may transfer personal data outside of the UK the Data Processing Terms - International Data Transfers module will apply unless otherwise agreed in writing.

- 1.4 There will also be a document, the Data Protection Particulars, that will set out further details of the personal data that you and we will share under the Linked Agreement and as further defined below. The Data Protection Particulars may be updated from time to time during the term of the Linked Agreement as required and signed off by appropriately authorised persons from the parties to the Linked Agreement.
- 1.5 The modules set out in section 1.3.1-1.3.4 above along with the relevant Data Protection Particulars are collectively referred to as the “**Data Processing Terms**” and form part of the Linked Agreement as if set out in full therein.
- 1.6 These Data Processing Terms will apply to all Processing of the Shared Personal Data for the Agreed Purposes unless the relevant parties have agreed other terms in writing.
- 1.7 These Data Processing Terms are intended to be legally binding between you and us.

## **2 Definitions and Interpretation**

- 2.1 “**Agreed Purposes**” are the purposes of processing the Shared Personal Data as set out in the Linked Agreement and/or the Data Protection Particulars, or as otherwise agreed between the parties.
- 2.2 “**controller**”, “**data subject**”, “**international organisation**”, “**processor**”, “**process**”, “**processed**” and “**processing**” have the same meaning as in the GDPR.
- 2.3 “**Data Exporter**” means the party transferring personal data from the UK to an entity outside of the Protected Area as identified in the Data Protection Particulars.
- 2.4 “**Data Protection Legislation**” means, in each case to the extent applicable to the processing activities: the UK Data Protection Legislation and/or the EU Data Protection Legislation.
- 2.5 “**Data Protection Particulars**” means the document which records the processing of personal data contemplated by the Linked Agreement and as further described above.
- 2.6 “**Discloser**” has the meaning provided in of the Data Processing Terms - Controller to Controller module.

- 2.7 **“EU Data Protection Legislation”** means the EU GDPR, the Privacy and Electronic Communications Directive 2002/58/EC, and any other applicable laws relating to the protection of personal data and the privacy of individuals in the EU (all as amended, updated or re-enacted from time to time).
- 2.8 **“EU GDPR”** means the GDPR as set out in Regulation (EU) 2016/679 as amended from time to time.
- 2.9 **“EU Personal Data”** means personal data, the processing of which falls under the scope of the EU Data Protection Legislation.
- 2.10 **“GDPR”** means, in each case to the extent applicable to the processing Activities: (i) EU GDPR; and/or (ii) UK GDPR.
- 2.11 **“Linked Agreement”** means the agreement between the parties which incorporates these Data Processing Terms as further described above.
- 2.12 **“personal data”** has the meaning set out in the GDPR in relation to data processed under these Data Processing Terms.
- 2.13 **“personal data breach”** means a personal data breach as defined in the GDPR affecting the processing activities.
- 2.14 **“processing activities”** means any processing of personal data by the parties in the course of undertaking activities contemplated under the Linked Agreement, including the Data Protection Particulars or under these Data Processing Terms.
- 2.15 **“Protected Area”** means the area within which personal data can lawfully be transferred without the need for any additional safeguards:
- 2.15.1 in the case of UK Personal Data, this will be the United Kingdom and any country, territory, sector or international organisation in respect of which a decision under United Kingdom transfer regulations is in force; and
- 2.15.2 in the case of EU Personal Data, this will be the members states of the European Union and the European Economic Area and any country, territory, sector or international organisation in respect of which an adequacy decision under Art.45 EU GDPR is in force.
- 2.16 **“Recipient”** has the meaning provided in the Data Processing Terms - Controller to Controller module.

- 2.17 **“Research Exemption”** means any exemptions available for obligations under GDPR where the purpose of processing is research, regardless of whether further criteria must be satisfied.
- 2.18 **“Restricted Transfer”** means a transfer of personal data from the Protected Area to a recipient outside of the Protected Area which would be prohibited by law but for the application of appropriate safeguards required by the GDPR, such as contractual clauses approved by a relevant supervisory authority.
- 2.19 **“Shared Personal Data”** means the personal data shared between the parties under these Data Processing Terms for the Agreed Purposes, including personal data derived from Shared Personal Data even where this is not shared.
- 2.20 **“UK GDPR”** means the EU GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended).
- 2.21 **“UK Data Protection Legislation”** means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other applicable laws relating to the protection of personal data and the privacy of individuals in the UK (all as amended, updated or re-enacted from time to time).
- 2.22 **“UK Personal Data”** means personal data, the processing of which falls under the scope of UK Data Protection Legislation.
- 2.23 The relevant Data Protection Particulars will form part of these Data Processing Terms and will have effect as if set out in full in the body of these Data Processing Terms.
- 2.24 The Turing may amend these provisions from time to time as required to reflect any changes in the Data Protection Legislation, including any guidance or enforcement from a competent or persuasive authority.
- 2.25 These Data Processing Terms are legally binding between the parties to the Linked Agreement and are deemed to take effect from the effective date of the relevant Linked Agreement and are deemed to be in full force for the duration of the Linked Agreement unless otherwise expressly agreed between the parties.

- 2.26 In the case of conflict or ambiguity between any of the provisions of these Data Processing Terms and:
- 2.26.1 the provisions of the Linked Agreement, the provisions of the Linked Agreement will prevail;
  - 2.26.2 the provisions of the Data Protection Particulars, the provisions of the Data Protection Particulars will prevail; and
  - 2.26.3 Where incorporated, provisions of the relevant appropriate safeguard, such as the UK's International Data Transfer Agreement or equivalent, will prevail over any conflict or ambiguity with these Data Processing Terms, the provisions of the Linked Agreement or the provisions of the Data Protection Particulars.

## **1 Introduction:**

- 1.1 For further information about how this Data Processing Terms – Controller to Controller module works please refer to the *Data Processing Terms – Definitions & Interpretation* module.
- 1.2 This Data Processing Terms - Controller to Controller module should be read in conjunction with the following documents all of which form a legally binding agreement between the parties unless otherwise agreed in writing:
  - 1.2.1 the Data Processing Terms – Definitions & Interpretations module;
  - 1.2.2 the Linked Agreement;
  - 1.2.3 the Data Protection Particulars associated with the Linked Agreement;
  - 1.2.4 where one of the parties acts as processor to the other party(ies) which act as controller(s), the Data Processing Terms: Controller to Processor module; and
  - 1.2.5 where there is an international transfer of personal data between the parties to the Linked Agreement, the Data Processing Terms - International Data Transfer module.
- 1.3 This Data Processing Terms – Controller to Controller module will apply to processing where the Linked Agreement and/or Data Protection Particulars identifies the parties as controllers.

## **2 Roles of the parties**

2.1 Where the parties are acting as controllers:

2.1.1 a party responsible for collection or procurement of some or all of the Shared Personal Data will be deemed to be a “Discloser”; and

2.1.2 a party who is a controller but who is not so responsible for collecting some or all of the Shared Personal Data will be deemed to be a “Recipient”.

## **3 Data Protection Particulars:**

3.1 The Linked Agreement and/or the Data Protection Particulars shall include the following information regarding the sharing of personal data between the parties:

3.1.1 the roles of the parties with respect to the relevant processing activity;

3.1.2 details of the personal data sharing, and in particular the categories of personal data that are shared and the nature and purpose(s) of the sharing;

3.1.3 details of the nature and purpose of the processing;

3.1.4 the categories of data subjects;

3.1.5 any specific security measures that have been agreed between the parties;  
and

3.1.6 any arrangements the parties have agreed with respect to appointing processors and sub-processors; and

3.1.7 any relevant safeguards relating to international data transfers.



#### **4 Controller to Controller terms**

- 4.1 The parties will comply with their respective obligations under Data Protection Legislation in relation to the processing of Shared Personal Data.

##### *Purpose Limitation*

- 4.2 The Recipient(s) will process the Shared Personal Data only for the Agreed Purpose(s) as set out in the Linked Agreement and/or the Data Protection Particulars. The Recipient(s) may only process the Shared Personal Data for another purpose where that processing is compliant with Data Protection Legislation.

- 4.3 The Recipient(s) will duly consider any reasonable objections that the Discloser has to further processing under section 4 of this module.

##### *Transparency*

- 4.4 The Discloser(s) will be responsible for providing information regarding the processing of Shared Personal Data contemplated by the Linked Agreement and Data Protection Particulars to data subjects where required by and in accordance with Data Protection Legislation.
- 4.5 To the extent the Discloser(s) require the Recipients' assistance in order to comply with section 4.4, the Recipient(s) will provide reasonable assistance to the Discloser(s) upon the Disclosers' written request.

##### *Data quality*

- 4.6 Each party will take reasonable steps to ensure that the Shared Personal Data is accurate and, where necessary, kept up to date. When it becomes aware that any of the Shared Personal Data is inaccurate a party will take reasonable steps to ensure that the other party(ies) is/are notified, and the parties will, having regard to the purpose(s) of processing, endeavour to ensure that the personal data is erased or rectified without delay where relevant to do so.
- 4.7 Each party will ensure that the Shared Personal Data it processes is adequate, relevant and limited to what is necessary in relation to the Agreed Purpose(s) (including the initial sharing of the personal data).

*Individual Rights Requests*

- 4.8 The parties will cooperate in good faith to deal with any enquiries and requests received from a data subject relating to the processing of their Shared Personal Data for the Agreed Purpose(s) and the exercise of their rights under the Data Protection Legislation. Where either party reasonably requires the assistance of another in dealing with such a request, such assistance will be provided without undue delay. The party responsible for responding to such a request will do so within the timescales provided in the Data Protection Legislation.

*Automated Individual Decision Making*

- 4.9 The Recipient(s) will not make a decision about an individual based solely on the automated processing of the Shared Personal Data, except as permitted by Data Protection Legislation.

*Data Breaches*

- 4.10 In the event of a personal data breach:
- 4.10.1 The parties will take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
  - 4.10.2 The primarily affected party shall without undue delay and in any event within 48 hours notify the other party(ies) and the parties will cooperate in undertaking an assessment of risk and preparing and submitting an appropriate notification to the competent supervisory authority where required under the Data Protection Legislation.
  - 4.10.3 The parties will cooperate in good faith to ensure that, to the extent required by relevant law and regulation, the data subjects affected by the personal data breach are notified of the breach.
  - 4.10.4 The primarily affected party will document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

### *Retention*

- 4.11 Without prejudice to this section 4, the Recipient(s) shall retain the Personal Data for no longer than necessary for the purpose(s) for which it is processed. It will put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation of the personal data and all back-ups at the end of the retention period.
- 4.12 Each party will:

### *Security*

- 4.12.1 Implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such processing, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the data subjects. Where the parties agree to specific security measures, these will be set out in the Data Protection Particulars.
- 4.12.2 Ensure that any of its employees or other persons it has authorised to process the personal data are subject to appropriate obligations of confidentiality, have undertaken relevant training on (or have otherwise been made aware of) the Data Protection Legislation and how it relates to their handling of the personal data and how it applies to their particular duties, and are aware of the duties of the party carrying out the processing, and their personal duties and obligations under the Data Protection Legislation and these Data Processing Terms.

*Accountability*

4.12.3 Maintain sufficient records and make them available as necessary upon reasonable notice to demonstrate its compliance with these Data Processing Terms and applicable Data Protection Legislation.

*Appointing (Sub) Processors*

4.13 The parties agree that processors may be engaged as set out in the Linked Agreement and/or Data Protection Particulars. A party has the right to reasonably object to a processor upon reasonable grounds.

*Transfers*

4.14 Where a party's processing of Shared Personal Data reasonably requires a transfer of personal data outside of the Protected Area, the Data Exporter will ensure that appropriate measures are in place to ensure that the transfer is compliant with Data Protection Legislation.

4.15 The Discloser(s) will notify the Recipient(s) if it reasonably believes that any measures, beyond those required by Data Protection Legislation, are required for the lawful transfer of the Shared Personal Data under applicable law and the parties will cooperate in good faith to make commercially reasonable endeavours to give effect to any such measures.

4.16 To the extent that the Data Exporter requires and requests the reasonable assistance of another party to the Linked Agreement to implement measures to ensure that the transfer complies with applicable law as set out in this section 4 including but not limited to assistance with completing a transfer risk assessment, the other party(ies) will provide such assistance in a timely manner.

## **5 Changes in the law**

- 5.1 Turing may amend these Controller to Controller Terms from time to time as required to reflect any changes in the Data Protection Legislation, including any guidance or enforcement from a competent or supervisory authority (a “**Change to Data Protection Legislation**”).
- 5.2 If a Change in Data Protection Legislation prevents any party to the Linked Agreement from fulfilling all or part of its Linked Agreement obligations, the parties may agree to suspend the affected processing activities until that processing complies with the new requirements where possible.

## **6 Survival**

- 6.1 Any provision of these Data Processing Terms that expressly or by implication should come into or continue in force on or after termination or expiration of the Linked Agreement in order to protect the personal data will remain in full force and effect for a period of seven (7) years.

## **1 Application of these provisions**

1.1 This Data Processing Terms – Controller to Processor module (“**Controller to Processor Terms**”) apply to situations where:

1.1.1 there is, or is likely to be, processing of personal data under the Linked Agreement as identified in the Linked Agreement and/or the Data Protection Particulars from time to time; and

1.1.2 party(ies) to the Linked Agreement may be identified as processor(s) in the Data Protection Particulars and/or the Linked Agreement from time to time.

1.2 These Controller to Processor Terms should be read in conjunction with the following documents all of which form one and the same agreement:

1.2.1 The Data Processing Terms – Definitions & Interpretations module;

1.2.2 The Linked Agreement;

1.2.3 The Data Protection Particulars associated with the Linked Agreement; and

1.2.4 Where there is an international transfer of personal data between the parties to the Linked Agreement, the Data Processing Terms - International Data Transfers module.

## **2 Roles of the parties**

- 2.1 For the purposes of these Controller to Processor Terms, where one or more parties to the Linked Agreement is acting as a controller and one or more parties to the Linked Agreement is acting as a processor for that controller or controllers, the definitions of “controller” and “processor” as set out in the Data Processing Terms – Definitions & Interpretation module will apply respectively.

## **3 Data Protection Particulars**

- 3.1 The Linked Agreement and/or the Data Protection Particulars shall include the following information regarding the sharing of personal data between the parties:
- 3.1.1 the roles of the parties with respect to the relevant processing activity;
  - 3.1.2 details of the personal data sharing, and in particular the categories of personal data that are shared and the nature and purpose(s) of the sharing;
  - 3.1.3 details of the nature and purpose of the processing;
  - 3.1.4 the categories of data subjects;
  - 3.1.5 any specific security measures that have been agreed between the parties;
  - 3.1.6 any arrangements the parties have agreed with respect to appointing processors and sub-processors; and
  - 3.1.7 any relevant safeguards relating to international data transfers.

#### **4 Controller to Processor Terms**

- 4.1 The parties to the Linked Agreement will comply with their respective obligations under Data Protection Legislation in relation to the processing of Shared Personal Data.
- 4.2 The processor will:
- 4.2.1 Process the Shared Personal Data only in accordance with the controller's written instructions which may be specific instructions or instructions of a general nature as set out in the Linked Agreement and/or Data Protection Particulars or as otherwise agreed between the parties to the Linked Agreement from time to time. The processor must promptly notify the controller if, in its opinion, the controller's instructions do not comply with the Data Protection Legislation;
  - 4.2.2 notify the controller, without undue delay in writing, about any request or complaint received from a data subject (without responding to that request, unless authorised to do so by the controller) and assist the controller, by technical and organisational measures, insofar as reasonably practicable, for the fulfilment of the controller's obligations in respect of such requests and complaints;
  - 4.2.3 notify the controller without undue delay on becoming aware of a personal data breach and take reasonable steps to mitigate the breach and to assist the controller in investigating the breach, preparing any necessary notifications and responding to inquiries from any competent authority;
  - 4.2.4 on request by the controller and taking into account the nature of the processing and the information available to the Processor, assist the controller in ensuring compliance with its obligations under Articles 32 to 36 of the UK GDPR (i.e. with respect to: security; notification of a personal data breach to a supervisory authority; communication of a personal data breach to the data subject; preparing data protection impact assessments; and consulting with the supervisory authority on data protection impact assessments) (where applicable) in respect of the personal data;



- 4.2.5 on reasonable advance notice in writing, permit and contribute to audits carried out by the controller (or its authorised representative) with respect to the personal data, where reasonably practical to do so. This provision will apply only to the extent that providing such records and participating in such audits will not result in the controller accessing any Personal Data or confidential information held by the processor which the controller does not have a right to access. Such audits will be conducted no more frequently than once per year. If the controller's request for information or access relates to a sub-contractor, or information held by a sub-contractor which the processor cannot provide to the controller itself, the processor will promptly submit a request for additional information in writing to the relevant sub-contractor(s). The controller acknowledges that access to the sub-contractor's premises or to information about the sub-contractor's previous independent audit reports is subject to agreement from the relevant sub-contractor, and that the processor cannot guarantee access to that sub-contractor's premises or audit information at any particular time, or at all;
- 4.2.6 where it engages sub-processors (as set out in the Linked Agreement and/or Data Protection Particulars) it will enter into a written agreement with such sub-processors on terms that are substantially similar to the section that apply to processors under these Controller to Processor Terms. Where the processor wishes to appoint a new sub-processor not listed in the Data Protection Particulars, the processor will seek the agreement of the controller to such new sub-processor and update the Data Protection Particulars accordingly following such agreement. Where a sub-processor fails to fulfil its obligations under any sub-processing agreement, the processor will remain fully liable to the controller for the fulfilment of the sub-processor's obligations under these Controller to Processor Terms; and
- 4.2.7 will, at the written direction of the controller, delete or return Shared Personal Data and copies thereof to the controller on termination of these Controller to Processor Terms unless required by law to store the personal data.

- 4.3 the controller acknowledges that section 4.2.1 of these Controller to Processor Terms will not apply to the extent that the processor is required by law to Process the personal data other than in accordance with the controller's instructions and the processor acknowledges that, in such a case, it must promptly inform the controller of the relevant legal requirement prior to processing (unless the law prohibits the provision of such information).
- 4.4 The processor may not charge the controller any reasonable administrative costs that it incurs in the course of providing support under sections 4.2.2 to 4.2.5 above of these Controller to Processor Terms.

4.5 Each party will:

- 4.5.1 Implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such processing, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the data subjects. Where the parties agree to specific security measures, these will be set out in the Data Protection Particulars and/or the Linked Agreement.
- 4.5.2 Use its reasonable endeavours to ensure that any of its employees or other persons it has authorised to Process the personal data are subject to appropriate obligations of confidentiality, have undertaken relevant training on (or have otherwise been made aware of) the Data Protection Legislation and how it relates to their handling of the personal data and how it applies to their particular duties, and are aware of the processor's duties and their personal duties and obligations under the Data Protection Legislation and these Controller to Processor Terms.
- 4.5.3 Maintain sufficient records and make them available as necessary to demonstrate its compliance with these Controller to Processor Terms and applicable Data Protection Legislation.
- 4.5.4 Where the processing of personal data results in an international transfer of that personal data between parties to the Linked Agreement the Data Processing Terms - International Data Transfer module will apply.

## 5 Changes in the law

- 5.1 The Turing may amend these Controller to Processor Terms from time to time as required to reflect any changes in the Data Protection Legislation, including any guidance or enforcement from a competent or supervisory authority (a “**Change to Data Protection Legislation**”).
- 5.2 If a Change in Data Protection Legislation prevents any party to the Linked Agreement from fulfilling all or part of its Linked Agreement obligations, the parties may agree to suspend the affected processing activities until that processing complies with the new requirements where possible.
- 5.3 If the parties to the Linked Agreement, using their commercially reasonable endeavours, are unable to bring all or a substantial part of the processing activities into compliance with the Change in Data Protection Legislation, either party may: where the processing activities are required to perform all or a substantial part of the Agreed Purposes, terminate the Linked Agreement on not less than forty-five (45) calendar days written notice to the other party without liability; In the event that the affected processing activities are only required for certain activities under the Linked Agreement either party may provide notice that the affected party will cease to undertake those affected processing activities only and the affected party will not be required to carry out the related processing activities nor be liable for the same.

## 6 Survival

- 6.1 Any provision of these Controller to Processor Terms that expressly or by implication should come into or continue in force on or after termination or expiration of the Linked Agreement in order to protect the personal data will remain in full force and effect for a period of seven (7) years.

## **1 Application of these provisions:**

- 1.1 This Data Processing Terms – International Data Transfers module (“**International Data Transfer Terms**”) apply to situations where:
  - 1.1.1 there is, or is likely to be, processing of personal data under the Linked Agreement as identified in the Linked Agreement and/or Data Protection Particulars from time to time;
  - 1.1.2 there is an international transfer of that personal data (i.e., transferred outside of the Protected Area) between the parties to the Linked Agreement; and
  - 1.1.3 regardless of which party to the Linked Agreement is a controller and/or processor.
- 1.2 These International Data Transfer Terms should be read in conjunction with the following terms all of which form one and the same agreement:
  - 1.2.1 The Data Processing Terms – Definitions & Interpretations module;
  - 1.2.2 The Linked Agreement;
  - 1.2.3 The Data Processing Particulars associated with the Linked Agreement; and
  - 1.2.4 the Data Processing Terms - Controller to Controller module and/or the Data Processing Terms - Controller to Processor module (as applicable).

## **2 International transfers of personal data**

- 2.1 Transfers and processing of Personal Data between the parties in relation to the Linked Agreement that occur within the Protected Area are permitted.
- 2.2 Transfers and processing of Personal Data between the parties in relation to the Linked Agreement that occur outside of the Protected Area are permitted and the parties agree that such transfers will be subject to the Information Commissioner’s Office’s International Data Transfer Agreement (the “IDTA”). If another mechanism approved by the Information Commissioner’s Office or other competent authority is to be relied upon, such as the ICO Addendum to the EU Standard Contractual Clauses (“SCCs”), the parties will expressly refer to this in the Linked Agreement and/or Data Protection Particulars. The parties will work together to complete the relevant documentation relating to the appropriate safeguard.
- 2.3 In the event that the IDTA is used:
  - 2.3.1 The terms of the IDTA are incorporated by reference and cannot be amended.
  - 2.3.2 The IDTA may be annexed to the Data Protection Particulars or the Linked Agreement and should be completed by the parties.
  - 2.3.3 The IDTA will be governed by the laws of England, and this will be the primary place for legal claims to be made under them.
- 2.4 If a party(ies) to the Linked Agreement reasonably believe that any measures, beyond those required by UK Data Protection Legislation, are required for the lawful transfer of Shared Personal Data under applicable law they will notify each other and the parties will cooperate in good faith to make commercially reasonable endeavours to give effect to any such reasonable measures.
- 2.5 If a party requires the reasonable assistance of the other party(ies) to the Linked Agreement to implement measures to ensure that the transfer complies with applicable law, including but not limited to assistance with completing a transfer risk assessment, such other party(ies) to the Linked Agreement will provide such assistance in a timely manner at the assisting party’s own cost.

- 2.6 Where the other party(ies) to the Linked Agreement fails to provide the assistance required as noted above in a timely manner and in no event longer than forty-five (45) calendar days from either (i) the date the Linked Agreement comes into full force and effect, or (ii) from the date when the international transfer of Personal Data outside of the Protected Area is identified by a party in the Data Protection Particulars or the Linked Agreement, whichever is the longer; and the Turing cannot (in the sole opinion of the Turing) reasonably pursue the activities contemplated by the Linked Agreement without the transfer; and the Turing has provided written notice to this effect to the other party(ies) to the Linked Agreement the Turing, will not be required to carry out the affected processing activities for the other party(ies) under the Linked Agreement and will not be liable for the same.

### **3 Changes in the law**

- 3.1 Turing may amend these International Data Transfer Terms from time to time as required to reflect any changes in the Data Protection Legislation, including any guidance or enforcement from a competent or persuasive authority (a “**Change in Data Protection Laws**”).
- 3.2 If a Change in Data Protection Laws invalidates these International Data Transfer Terms and therefore renders Restricted Transfers made under the Linked Agreement unlawful, the parties to the Linked Agreement agree to cooperate in good faith to ensure that an alternative lawful mechanism for the transfers is implemented. The parties to the Linked Agreement acknowledge that such a Change in Data Protection Laws may make it necessary to suspend the international transfer of Personal Data.