

Non-Disclosure and Data Processing Agreement

between

ELF Translations Ltd
5A Wester Coates Gardens
Edinburgh
EH12 5LT
Scotland
(the Company)

and

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(the Outsourcer)

1. The Outsourcer may be provided with documents, data or any other material (Data) for the purpose of implementing a contractual relationship between the Company and the Outsourcer, or during the pre-contractual stage.
2. The Outsourcer shall comply at all times with the EU General Data Protection Regulation and shall furnish proof of compliance to the Company upon request. The Outsourcer shall assist the Company in ensuring compliance with the GDPR.
3. The Outsourcer shall store the Data safely on a password-protected computer at a secure location to which access is controlled (i.e. home, office or personal laptop), and shall not process or consult the Data at any public location (e.g. an internet cafe or a network shared with persons not authorised to process the Data).
4. The Outsourcer shall only process the Data in accordance with the documented instructions of the Company, and all processing shall occur in accordance with EU law, in addition to the relevant applicable legislation of the Member States or any relevant third country. If any third country legislation imposes requirements in relation to the data processing that are at odds with EU law, the Outsourcer may not process any data until a solution has been reached in consultation with the Company that is compliant with all applicable legal requirements.
5. The Outsourcer may not subcontract work without the written approval of the Company, and any subcontractors must also be GDPR-compliant. Proof of compliance with the EU General Data Protection Regulation on the part of subcontractors must be furnished to the Company upon request.

6. The Outsourcer shall delete or anonymise the Data within a reasonable period not exceeding three months after completion of the order and payment of the related invoice, or earlier if so instructed by the Company. The Outsourcer shall provide confirmation of the erasure or anonymisation of Data upon request. If the Outsourcer uses CAT software, a separate project-specific memory must be created and the Data must not be loaded into a general translation memory of the Outsourcer.
7. The Outsourcer shall keep records of processing activity, including the fact as to whether any data have been erased or anonymised, and shall present such information to the Company upon request.
8. The Outsourcer shall ensure that the Data remain confidential, and that all persons within its organisation who are authorised to process the Data, along with any duly authorised subcontractors, are subject to an appropriate duty of confidentiality. The Company must be informed immediately of any data breaches. If the Outsourcer or any person to whom the Data have been lawfully provided is required by law to disclose the data, the Company must be informed of this immediately.
9. The Outsourcer must put in place appropriate technical and organisational measures in order to protect the Data against accidental, unlawful or unauthorised loss, destruction, alteration, disclosure or access. These shall include, but are not limited to, encryption, the creation of secure back-ups, the periodical review of security arrangements and appropriate security testing.
10. If the Outsourcer has appointed a Data Protection Official, the Company must be provided with the contact details of this person.
11. This Agreement shall be governed by the law of Scotland and any disputes relating to it shall fall under the exclusive jurisdiction of the Scottish courts. The Outsourcer's attention is drawn to the fact that, under the law of Scotland, contracts may be entered into and evidenced electronically, including by email, text message or any other form of instant or electronic messaging.

The Company

The Outsourcer

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Location and date

Location and date

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Applicable from 28 April 2018