# Contract Amendments and Terms

Between

IFAC Ltd and its associated group companies, including IFAC Finance Ltd, Broker Admin Technology Ltd and IFACredit Ltd and their successors in business, hereinafter called "IFAC"

and

***Yourfirmname***

whereas

## ***Yourfirmname*** (as processors) are already in a business relationship with IFAC who is a controller of data.

## IFAC hereby alert ***Yourfirmname*** of updates to your agreement as follows:

Contractual Commitments for GDPR

1. ***IFAC*** and ***Yourfirmname*** will comply with the General Data Protection Regulation (GDPR) and any related national legislation (‘Data Protection Legislation’) applicable to any personal data processed as part of the products and services you receive from us. IFAC may process personal data in connection with the provision of the services and products and in accordance with the law.
2. Where ***IFAC*** process data supplied by ***Yourfirmname*** in relation to the products and services ***IFAC*** agree as your Processor (as defined by the ‘Data Protection Legislation’) the following:
	* 1. The subject matter, nature, purpose and duration of the supplied personal data processing is for *compliance related activities including file checking, audit purposes, Professional Indemnity insurance renewal and claim related assistance, FCA licence activities and data returns, paraplanning, HR recruitment, mergers and acquisitions work, web-development, locum activities, research and accounting advice, GDPR microsite and the IFAC proprietary client management system currently known as BAT.*
		2. ***IFAC*** will only process the supplied personal data on your documented instructions, unless required to process it for purposes set out by Law, in which case ***IFAC*** will give notice unless required by law to act without these instructions. (Article 29 GDPR).
			1. ***IFAC*** will comply with the obligations of a processor under article 28(3)(b) to 28(3)(h) of the GDPR. However, ***Yourfirmname*** may not instruct us to delete copies of data ***IFAC*** holds as a Controller (as defined in the GDPR).
			2. ***IFAC*** must ensure that people processing the data are subject to a duty of confidence;
			3. ***IFAC*** must take appropriate measures to ensure the security of processing;
			4. ***IFAC*** must only engage a sub-processor with the prior consent of ***Yourfirmname*** (the data controller) and a written contract;(Article 28.2 GDPR)
			5. ***IFAC*** must assist ***Yourfirmname*** (the data controller) in providing subject access and allowing data subjects to exercise their rights under the GDPR;
			6. ***IFAC*** must assist ***Yourfirmname*** (the data controller) in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
			7. ***IFAC*** must delete or return all personal data to the ***Yourfirmname*** as requested at the end of the contract unless part 3.applies below; and
			8. ***IFAC*** must submit to audits and inspections, provide ***Yourfirmname*** (the controller) with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell ***Yourfirmname*** (the controller) immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.
3. Nothing within this contract relieves ***IFAC*** of its own direct responsibilities and liabilities under the GDPR; namely that ***IFAC*** will:
	* 1. only act on the written instructions of the controller, ***Yourfirmname*** (Article 29);
		2. not use a sub-processor without the prior written authorisation of the controller, ***Yourfirmname*** (Article 28.2);
		3. co-operate with supervisory authorities (such as the ICO) in accordance with Article 31;
		4. ensure the security of its processing in accordance with Article 32;
		5. keep records of its processing activities in accordance with Article 30.2;
		6. notify any personal data breaches to the controller, ***Yourfirmname***, in accordance with Article 33;
4. This amended contract reflects any indemnity that has been agreed.

***IFAC* is aware that:**

1. it may be subject to investigative and corrective powers of supervisory authorities (such as the ICO) under Article 58 of the GDPR;
2. if it fails to meet its obligations, it may be subject to an administrative fine under Article 83 of the GDPR;
3. if it fails to meet its GDPR obligations it may be subject to a penalty under Article 84 of the GDPR; and
4. if it fails to meet its GDPR obligations it may have to pay compensation under Article 82 of the GDPR.

***Yourfirmname*** confirm that any supplied data provided to ***IFAC***  by ***Yourfirmname*** on ***Yourfirmname***’s behalf has been collected and disclosed in accordance with Data Protection Legislation. When using ***IFAC***’s products and services, ***Yourfirmname*** will take reasonable steps to ensure that ***Yourfirmname*** and its employees, agents and contractors do not input, upload or disclose to us any irrelevant or unnecessary information about individuals.