

Mandatory Requirements of the General Data Protection Regulation (Regulation (EU) 2016/679)

WHEREAS, The General Data Protection Regulation mandates that where a service provider (the "Supplier") is processing personal data on behalf of a Customer ("HCL"), the contract governing the delivery of those services must contain certain provisions.

Accordingly, Supplier hereby agrees to comply with the following provisions:

1. The data processing must be undertaken by the Supplier only in accordance with written documented instructions.
2. The Supplier's personnel must be subject to obligations of confidentiality and shall be trained with respect to privacy and data protection requirements. To the extent that Supplier's personnel process EU data, they shall have specific training on the requirements of the General Data Protection Regulation ("GDPR"). Any resource not already trained shall be trained within 90 days of the signing of this Agreement.
3. The Supplier must cooperate with HCL in establishing appropriate technical and organizational measures necessary to protect the personal data.
4. The Supplier must keep the personal data it is processing secure which includes, but is not limited to, the use of appropriate encryption technology, security, integrity, availability, and anonymization.
5. The Supplier must not subcontract any part of the processing of personal data without HCL's written consent and the same data protection obligations must be flowed down into the terms of the subcontract including, but not limited to, obligations to implement appropriate technical and organizational measures to ensure the security of the personal data.
6. The Supplier must assist with the implementation of appropriate technical and organizational measures regarding data subjects' access rights.
7. As soon as possible, but in no event more than 24 hours from discovery, Supplier must: (i) ensure the security of processing; (ii) provide notifications to HCL of any personal data breach; (iii) assist HCL in ensuring compliance with data breach notification obligations; (iv) assist with the preparation of any data protection impact assessment; (v) assist with any prior consultations that HCL has with any supervisory authority; and provide formal written communication including actions taken to mitigate, if it was possible to do so.
8. At the end of the agreement, Supplier must delete or return any personal data to HCL unless the supplier is required to keep a copy in order to comply with applicable law.
9. The Supplier must provide HCL with all information that HCL requires in order to demonstrate Supplier's compliance with the agreement.
10. The Supplier must cooperate with HCL and HCL's Customer in relation to any data protection audit (which also includes any inspections) relating to personal data the supplier is processing for HCL.
11. Supplier hereby warrants that, effective May 25, 2018, it shall be GDPR compliant. The Supplier must inform HCL if it suspects potential violation of the General Data Protection Regulation or any other applicable data protection law.
12. The parties shall, in the contract governing the delivery of services or in the format of Standard Contractual Clauses (separately available in the link), clearly set out: (i) the subject matter of the agreement; (ii) the duration; (iii) the nature and purpose of the processing; (iv) the type of personal data to be processed; and (v) the categories of the data subjects.