

Intermediary Data Protection Agreement

Intermediary Declaration

Having accepted the Intermediary Terms of Business and Online Portal Agreement, this document sets out the terms and conditions for data protection under the General Data Protection Regulation between you and Mansfield Building Society.

In this document, the following definitions apply:

1. DEFINITIONS

"Adequate Jurisdiction"	means a jurisdiction outside the European Economic Area that has been determined to have in place adequate protections for personal data including under the Data Protection Laws, pursuant to a valid decision notice issued by the European Commission.
"Authorised Sub-Processor"	any third party appointed by the Intermediary with the prior written consent of the Society, to Personal Data.
"Data Protection Laws"	<p>all applicable laws (including decisions) and guidance by relevant supervisory authorities relating to data protection, the processing of personal data and privacy, including:</p> <ol style="list-style-type: none">the Data Protection Act 1998;(with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679;the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); andany legislation that, in respect of the United Kingdom, replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union; and references to "Data Controller", "Data Subject", "Personal Data", "Process", "Processed", "Processing", "Data Processor" and "Personal Data Breach" have the meaning given to those terms in the Data Protection Laws.
"Data Security Incident"	a breach of security leading to the accidental or unlawful destruction, loss, temporary or permanent loss of availability, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed.
"Standard Contractual Clauses"	means the EU standard contractual clauses for data processors established in third countries pursuant to European Commission Decision (2010/87/EU) of 5 February 2010 under the EU Directive (95/46/EC), or such other European Commission decision under the Data Protection Laws as may replace that European Commission Decision from time to time, in each case in unamended form.
"Supervisory Authority"	means the Information Commissioner's Office or such other supervisory authority as may be responsible for enforcing compliance with the Data Protection Laws from time to time.

2. DATA PROTECTION

- 2.1 Each party warrants that they will each duly observe all their obligations under the Data Protection Laws
- 2.2 The Intermediary will disclose personal data to the Society and will process personal data on behalf of the Society for the Society to process mortgage applications for customers. The Society and Intermediary will each act as controllers in respect of the personal data.
- 2.3 To the extent that the Society and Intermediary act as joint controllers in respect of the personal data, each party will be responsible for the security and the compliant transfer of the personal data it holds.
- 2.4 Both the Society and Intermediary will be responsible for lawfulness, fairness and accuracy, purpose limitation and compliance with the rights of the data subject.
- 2.5 The processing, type and categories of personal data is strictly limited to what is required for the intermediary to provide the services, responsibilities, processes and/or functions that it is required to provide and may include, but not be limited to, customer and employee data.

- 2.6 The Intermediary shall in relation to personal data which the Intermediary has collected and subsequently transferred to the Society, ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable the Society to process the personal data as required in order to obtain the benefit of its rights, and to fulfil its obligations in accordance with the GDPR.
- 2.7 The Intermediary shall not cause or permit any Processing of Agreement Personal Data to occur outside the United Kingdom and/or the European Economic Area (as it is made up from time to time), including by way of any transfer, without the Society's prior written consent
- 2.8 Each party shall:
- 2.9.1 Notify the other party immediately after becoming aware of any Data Security Incident, including the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the name and contact details of the data protection officer or other contact point at the firm (or the relevant Approved Sub-Processor) where more information can be obtained, the likely consequences of the Data Security Incident, and any measure(s) taken or proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects, in each case taking into account the nature of the Processing and the information available to the firm, and where and in so far as it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue further delay, but the firm (and Authorised Sub-Processors, as applicable) may not delay notification under this clause 2.8.2
- 2.9.2 Notify the other party of any actual, suspected or 'near miss' personal data breach which may have occurred in connection with its arrangements with the Society as soon as reasonably practicable (and in any event, within twenty-four (24) hours) upon becoming aware of the same;
- 2.9.3 Take the appropriate technical and organisational security measures to ensure the security of personal data processing in accordance with Article 32 of the GDPR.
- 2.9 To the extent that a party (the "processing party") acts as a processor on behalf of the other party (the controlling party"), then in addition to the foregoing obligations it shall:
- 2.9.1 Act only on the written instructions of the controlling party;
- 2.9.2 ensure that anyone processing personal data (including the processing party's individual employees and contractors) is subject to confidentiality obligations as set out within the GDPR;
- 2.9.3 Ensure that Marketing consent is given freely and explicitly by the applicants. The processing party must not assume consent or make a decision on behalf of the applicant in relation to marketing consent. More information on how we market customers can be found in the privacy notice including how applicants can opt out of marketing - www.mansfieldbs.co.uk/privacy-notice/
- 2.9.4 Only engage sub-processors with the prior written consent of the controlling party and under a written agreement with the sub-processor which includes data protection obligations that are no less onerous than those set out in the GDPR assist the controlling party in providing subject access and allowing data subjects to exercise their rights under Chapter III of the GDPR;
- 2.9.5 Where, under any clause, written consent from the controlling party is required to do a particular act or thing, unless expressly provided otherwise, the controlling party shall be entitled to give or withhold consent or make consent subject to conditions at its sole discretion.
- 2.9.6 Assist the controlling party in meeting its obligations under Articles 32 to 36 of the GDPR with regard to the security of processing, the notification of personal data breaches and data protection impact assessments;
- 2.9.7 Delete or return all personal data to the controlling party as requested at the end of the arrangement unless it is required to retain the personal data by law;
- 2.9.8 Provide the controlling party with all information that is reasonably required to show that both the controlling party and the processing party have met the obligations of this agreement
- 2.9.9 Submit and contribute to audits and inspections carried out by the controlling party, the Supervisory Authority or an auditor appointed by the controlling party; and
- 2.9.10 Inform the controlling party immediately in writing if it believes that it has been given an instruction that would infringe the GDPR or other relevant data protection legislation.
- 2.9.11 A breach of the clauses set out in this agreement will be classed as a material breach and the Society will reserves the right to terminate the relationship.
- 2.9.12 The processing party will execute all such documents and do all such acts or things as controlling party may reasonably request from time to time in order for the controlling party to comply with its/their obligation(s) under the Data Protection Laws, in particular in respect of what is required in written terms between Data Controllers and Data Processors, including having regard to any updates to clauses of this agreement which may be necessary from time to time by reason of formal guidance or codes of practice issued by the Supervisory Authority and which are relevant to the subject matter of this agreement..