## EST Ecodriving Scheme Appendix 5: GDPR Compliance

1. All Data conveyed by a Training Supplier to EST as part of the Scheme shall belong to EST.
2. A Training Supplier shall only use Data in connection with the provision of the Services and shall comply at all times with all reasonable directions or guidelines given or issued by EST from time to time in relation to the processing of Data.
3. The Training Supplier shall at all times comply with and shall not do or omit to do anything that might put EST in breach of the General Data Protection Regulation (GDPR) and any other applicable data protection legislation in force from time to time.
4. For the purposes of the Data Protection Legislation, EST and the Training Supplier agree that EST shall be the Controller and the Training Supplier shall be the Processor of any Personal Data Processed by the Training Supplier of which EST is the Controller ("EST Personal Data") pursuant to this Agreement.
5. EST has defined that the following categories of EST Personal Data will be collected and processed by the Training Supplier under this Agreement:

* Driver first and surname;
* Organisation name
* Organisation address
* Telephone number (for the key contact at each organisation receiving driver training, not for each driver).
* Email address (for the key contact at each organisation receiving driver training, not for each driver).

1. Whilst acting as Data Processor, the Training Supplier undertakes:

* to Process the EST Personal Data strictly in accordance with this Agreement, EST's instructions from time to time and the Data Protection Legislation and notify EST immediately if it considers that any of EST's instructions infringe the Data Protection Legislation. If Applicable Law requires the Training Supplier to Process the EST Personal Data other than in accordance with EST's instructions, to notify EST of any such requirement before Processing the EST Personal Data (unless Applicable Law prohibits such information on important grounds of public interest);
* to put in place appropriate technical and organisational measures to ensure appropriate security of the EST Personal Data and safeguard against any unauthorised and unlawful Processing of, and against accidental loss or destruction of, or damage to, the EST Personal Data, all to the reasonable satisfaction of EST. Such measures shall include, but are not limited to:
  1. appropriate measures to ensure the ongoing confidentiality, integrity, availability and resilience of the Supplier's systems and services;
  2. appropriate measures to restore the availability and access to the EST Personal Data in a timely manner in the event of a physical or technical incident; and
  3. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the EST Personal Data;
  4. document its implementation of technical and organisational measures in accordance with the requirements of the Data Protection Legislation and Section H, 7a);
  5. to notify EST immediately (and in any event within two hours) of any breach of the security measures required to be put in place by the Supplier pursuant to Section H, 7a), a Data Loss Event and / or any breach of the Data Protection Legislation by the Supplier, its sub-processors or sub-contractors or employees. In the event that any EST Personal Data is lost, stolen or subjected to unauthorised access or becomes damaged, corrupted, destroyed or unusable, the Training Supplier shall restore such EST Personal Data promptly at its own expense;
  6. maintain records of all activities carried out by the Training Supplier in relation to the EST Personal Data. Such records shall be in the form prescribed and contain the information described in the Data Protection Legislation;
  7. not to disclose or allow access to the EST Personal Data to any Data Subject or third party other than at the explicit request of EST or as may be specifically provided for in this Agreement;
  8. not engage any sub-processors or sub-contractors to perform the obligations imposed on the DTC under this Agreement without the prior written approval of EST and, where EST's prior written approval is given, ensure that such sub-processors or sub-contractors are subject to written contractual obligations concerning the EST Personal Data which are no less onerous than those imposed on the DTC under this Agreement, such written contract to be entered into before any EST Personal Data is passed to the sub-processor or sub-contractor;
  9. that any of its employees who will have access to the EST Personal Data have undergone data protection training and are aware of their obligations under the Data Protection Legislation, including but not limited to, a duty of confidentiality in respect of the EST Personal Data;
  10. to assist EST with all requests which may be received from Data Subjects in relation to the EST Personal Data under the Data Protection Legislation and to notify EST of any such request within two working days of receipt;
  11. to provide EST with such information as EST may require to satisfy itself that the Training Supplier is complying with its obligations under the Data Protection Legislation, including contributing to audits and inspections conducted by EST or a third party appointed by EST under Section I, 2;
  12. to notify EST immediately (and in any event within two hours) if it receives a complaint, notice or any other communication concerning the Training Supplier’s processing of the EST Personal Data;
  13. to assist EST with any notifications to the Information Commissioner's Office or Data Subjects where required under the Data Protection Legislation;
  14. to provide EST with such assistance as EST reasonably requires in relation to the carrying out of a Data Protection Impact Assessment relating to the Processing of the EST Personal Data, including where EST engages in a consultation with the Information Commissioner's Office in relation to the Processing of the EST Personal Data;
  15. to restrict any Processing, return or delete the EST Personal Data immediately as directed by EST;
  16. to indemnify and keep indemnified EST fully on demand against all losses arising from any breach by the Training Supplier or any sub-processors or third parties engaged by the Training Supplier, of this Section and/or as a result of any claim made or brought by an individual or other legal person in respect of any loss, damage or distress caused to them as a result of the Training Supplier unauthorised Processing, unlawful Processing, destruction of and/or damage to any EST Personal Data Processed by the Training Supplier, any sub-processors or sub-contractors or third parties engaged by the Training Supplier.

1. Subject to this document, on the expiry of the Scheme or earlier termination of this Agreement (howsoever caused), the Training Supplier will immediately:
2. cease Processing the EST Personal Data; and
3. at EST's option and at the DTC's sole cost and expense, either: (i) return to EST; or (ii) delete, all the EST Personal Data wherever and in whatever manner it is held or stored,
4. unless Applicable Law prevents the DTC from returning or destroying all or part of the EST Personal Data.
5. If and to the extent that the DTC is obliged to retain any EST Personal Data as a result of the DTC being deemed to be a Controller of that EST Personal Data and/or to comply with Applicable Law, the following provisions will apply:
6. the DTC may retain and not return or delete such EST Personal Data, only to the extent and only for as long as is legally necessary to hold such EST Personal Data in its capacity as Controller of that EST Personal Data and/or to comply with Applicable Law; and
7. the DTC will, following expiry or earlier termination of this Agreement, be a Controller in relation to such EST Personal Data retained by the DTC.
8. EST is entitled to appoint an auditor (whether internal or independent), to inspect the DTC’s compliance with this Agreement and the Data Protection Legislation at any time during the Term provided that EST ensures that any such auditor: (i) has, in the view of EST, the necessary professional qualifications to conduct such an audit; and (ii) is bound by a duty of confidentiality in relation to the EST Personal Data.
9. For the purposes of this Clause, the terms "Controller", "Data Controller", "Data Processor", "Data Protection Impact Assessment", "Data Subject", "Information Commissioner's Office", "Personal Data", "Process" (including any derivatives thereof), "Processor", "Sensitive Personal Data", and "Special Categories of Personal Data" shall each have the same meaning as defined in the Data Protection Legislation.

This appendix may be updated periodically. The current and definitive version is available at <https://www.energysavingtrust.org.uk/transport/subsidised-ecodriving-training/information-training-providers>