

# LEARNING CURVE SOLUTIONS

COPY | Sub Contractor/Processor Agreement clause examples

## Relevant Contractor agreement clauses

NB, the 'Client' refers to Learning Curve

### 1 Confidential Information

- 1.1 The Confidential Information is the property of the Client.
- 1.2 The Contractor shall use the Confidential Information solely in relation to the Services, and for no other purposes whatsoever, without the prior written consent of the Client.
- 1.3 The Contractor shall keep the Confidential Information secret and confidential, and shall not disclose, communicate or otherwise make known to any person any part of the Confidential Information without the prior written consent of the Client.
- 1.4 The Contractor may disclose the Confidential Information to such of its contractors or employees as is necessary to enable the Contractor to undertake the Services.
- 1.5 The Contractor warrants that each person to whom the Contractor is permitted to disclose the Confidential Information, before such disclosure is made, is subject to contractual confidentiality to the Contractor
- 1.6 Upon the completion of this Agreement, whether by termination, expiration or otherwise, the Contractor shall immediately return to the Client all copies of the Confidential Information.

### 2 Assigning or Subcontracting

- 2.1 The Contractor shall not assign or subcontract or transfer any of its rights or obligations in this Agreement to any person, without the prior consent in writing of the Client.
- 2.2 Any consent given by the Client to any subcontract, or to any assignment of this Agreement, does not relieve the Contractor from the obligations in, or liabilities arising from, this Agreement

### 3 Data and Information Protection and Privacy

- 3.1 The Contractor shall abide by the data protection policies as outlined by the Client. These policies accompany this agreement and must be agreed upon in full, and be signed separate to this agreement, on behalf of all Contractor employees,
- 3.2 The Contractor agrees to comply with the following data protection principles:
  - 3.2.1 Lawful, fair and transparent - Data collection must be fair, for a legal purpose and we must be open and transparent as to how the data will be used.
  - 3.2.2 Limited for its purpose - Data can only be collected for a specific purpose.
  - 3.2.3 Data minimization - Any data collected must be necessary and not excessive for its purpose.
  - 3.2.4 Accurate - The data we hold must be accurate and kept up to date.
  - 3.2.5 Retention - We cannot store data longer than necessary.
  - 3.2.6 Integrity and confidentiality - The data we hold must be kept safe and secure.



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## CONTRACTOR CONFIDENTIALTY AGREEMENT

**NOW, THEREFORE**, in consideration of covenants and agreements herein contained, the Parties hereby agree as follows:

1. "Confidential Information" shall mean a party's ("Disclosing Party") confidential and proprietary information including, but not limited to, client data and information, business methods and processes, operational and training processes, forms and charts, product and business development plans, which are disclosed to the other party ("Receiving Party") in writing whether or not marked as CONFIDENTIAL or which are disclosed orally or in other intangible form to the Receiving Party as Confidential Information. Confidential Information does not include information which Receiving Party can show:
  - I. that at the time of the disclosure by the Disclosing Party, is in the public domain;
  - II. that after disclosure by the Disclosing Party, becomes part of the public domain by publication or otherwise through no fault of the Receiving Party;
  - III. that was in its possession at the time of the disclosure by the Disclosing Party and was not obtained directly or indirectly from the Disclosing Party; or
  - IV. that comes into the possession of the Receiving Party through a third party who is under no legal duty to the Disclosing Party to keep the information in confidence.
  
2. The Receiving Party agrees that unless specifically authorized by the Disclosing Party in writing it shall:
  - I. not disclose, or allow anyone else to disclose, any Confidential Information of the Disclosing Party to any third party, provided, however, that the Receiving Party may disclose such Confidential Information to its officers, employees and agents to the necessary extent for the Purpose, provided that the Receiving Party shall assure that such officers, employees and agents are bound by the confidentiality and non-use obligations at least equivalent to those contained in this Agreement;
  - II. not make use of any Confidential Information of the Disclosing Party for any purpose other than for the Purpose;
  - III. not make, or allow anyone else to make copies of any Confidential Information of the Disclosing Party for any purpose other than for providing them to its officers, employees and agents for the Purpose; and
  - IV. use its best efforts to prevent unauthorized disclosure or use by any person including its officer, employees, advisers and agents.

