

## Business Guide Data Protection Obligations

As part of Be the Change (“the Programme”), delivered by LoveLocalJobs Foundation Community Interest Company (CIC) (“LLJFoundation”), you will be provided with information (“Personal Data”) about participants (“Participants”) in the Programme. Personal Data means any information relating to an identified or identifiable individual, and Participants in the Programme include LLJFoundation staff members, school staff members, students and business guides (“Business Guide/s”).

1. To comply with the EU General Data Protection Regulation (“GDPR”) you agree to accept and comply with the following terms and conditions:
  - 1.2 You will maintain Personal Data in the strictest confidence and will not divulge any Personal Data to any third party without prior written instructions.
  - 1.3 You will not make use of Personal Data other than for the purpose of evaluating and facilitating the Programme (the “Purpose”).
  - 1.4 You will not make use of any of Personal Data in connection with any similar programme undertaken by you or on your behalf.
  - 1.5 You will only use any document or other material (in whatever medium) containing any Personal Data as is reasonably necessary for the Purpose and shall on request at any time return to LLJFoundation all or any of the documents or other material containing Personal Data.
  - 1.6 You will confirm to LLJFoundation in writing at any time on request that you have complied with these provisions and if so requested shall provide a statutory declaration to the effect that no Personal Data (in whatever medium) has been used or disclosed to any third party by you in breach of the terms of this letter.
2. You further acknowledge and confirm as follows:
  - 2.1. The provisions of this letter shall continue in effect despite any decision by either of us not to proceed with the Programme but shall cease only in accordance with the terms of this letter.
  - 2.2. You acknowledge that:
    - 2.2.1. Personal Data is highly confidential;
    - 2.2.2. disclosure may cause irreparable damage to Data Subjects;
    - 2.2.3. any use or outside knowledge of Personal Data may be highly damaging to LLJFoundation’s business and interests.
3. We both agree that the obligations of confidentiality and non-use imposed following this letter shall apply for a period of two years from the date of this letter.
4. Nothing in this letter shall be understood to grant to you any licence or rights in respect of Personal Data or in connection with the Programme.

5. The restrictions on use or disclosure of Personal Data will not apply to:
  - 5.1 any information which is generally available to the public (provided this has not happened because of a breach of this Agreement or any other duty of confidentiality);
  - 5.2 any information received by you from third parties who are not subject to any confidentiality obligations in respect that information;
  - 5.3 any information which is required by law to be disclosed following an Order of a Court or equivalent authority.
6. This document constitutes the entire Agreement between us with respect to Personal Data and supersedes and cancels any prior representation, understanding and commitment (whether oral or written) between us with respect to Personal Data. The terms of this letter Agreement can only be changed by a written document, agreed by both of us and signed by duly authorised persons.
7. If at any time any provision of this agreement is found to be illegal, unenforceable or invalid in whole or in part then the remaining portions of such provisions and other provisions of this Agreement continues to be binding and in full force and effect.
8. The provisions here shall be governed and construed by English law, and by your acceptance you agree to submit to the exclusive jurisdiction of the English Courts.

I confirm I have read and understood the **Business Guide Data Protection Obligations** document and agree to its conditions:

Date	Name	Organisation	Signature

I confirm I have read and understood the **Business Guide Data Protection Obligations** document and agree to its conditions:

Date	Full Name (Capitals)	Organisation	Signature

I confirm I have read and understood the **Business Guide Data Protection Obligations** document and agree to its conditions:

Date	Name	Organisation	Signature