



1. INFORMATION and DATA Agreement.

1.1 This agreement covers the provision of primarily commercial-in-confidential data provided by SMEs in support of their applications for European Regional Development Fund grant funding to **your Project** **XXXXXXXXXXXXXXXXXX**

1.2 Any information and data provided by Cornwall Development Company Limited to **XXXXXX** and used by **XXXXXX** directly or indirectly in the performance of this Agreement shall remain at all times the property of the Cornwall Development Company Limited. It shall be identified, clearly marked and recorded as such by **XXXXXX** on all media and in all documentation.

1.3 The **XXXXXX** shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Cornwall Development Company Limited data and information.

1.4 In the event of termination of this Agreement **XXXXXX** shall when directed to do so by Cornwall Development Company Limited erase all information and data provided by Cornwall Development Company Limited and all copies of any part of the information and data provided by Cornwall Development Company Limited from **XXXXXX** systems and magnetic data.

1.5 **XXXXXX** agrees to comply and have adequate measures in place to ensure that its staff comply at all times with the provisions and obligations contained in (as amended from time to time):

1.5.1 Data Protection Legislation (DPL) where DPL is the UK Data Protection Legislation and the General Data Protection Regulation (GDPR) and any other directly applicable European Union legislation relating to privacy.

1.5.2 The Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998

1.5.3 The Consumer Protection Distance Selling Regulations 2000

1.6 All personal and commercial data acquired by **XXXXXX** from Cornwall Development Company Limited shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the consent of Cornwall Development Company Limited

1.7 Nothing in this Agreement shall oblige Cornwall Development Company Limited to disclose any information to **XXXXXX** if it is of the view that to do so would be a breach of DPL.

1.8 **XXXXXX** shall indemnify Cornwall Development Company Limited for any breach of the legislation in clause 1.5 above which renders



Cornwall Development Company Limited liable for any costs, fines, claims or expenses howsoever arising.

1.9 In fulfilment of its obligations under Clause 1.5 XXXXXX will have in place and will maintain at all times the Information Standards which will deal comprehensively with:

1.9.1 The protection of the confidentiality, integrity and security of all and any information supplied to XXXXXX by Cornwall Development Company Limited;

1.9.2 The audit and accounting procedures in place to deal with the requirements of this clause;

1.9.3 The reliability and training of staff to ensure awareness of (and compliance with) their obligations of this agreement

1.9.4 Any other measures and procedures to ensure that the Company's obligations under this agreement are met.

1.10 XXXXXX agrees to:

1.10.1 Provide Cornwall Development Company Limited with such information and access to its premises (upon giving reasonable notice) as Cornwall Development Company Limited may reasonably require satisfying itself that XXXXXX is complying with the obligations referred to in this agreement

1.10.2 Make such application for a change in its notification and take such other steps as may be reasonably practicable to afford Cornwall Development Company Limited access to information which is reasonably required by Cornwall Development Company Limited in connection with or for any purpose connected with its rights and obligations under this Agreement

1.11 XXXXXX shall take all reasonable steps to ensure that all its agents, partners a XXXXXX and sub-contractors comply with the all the provisions set out above whenever they are procession Cornwall Development Company Limited information or data as part of this Agreement

Signed:

Name: _____ Date: _____

Position within the organisation: _____