

C L I F F O R D
C H A N C E









DATA PRIVACY

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Clifford Chance complies with all data protection and privacy laws that apply to our use of Personal Data. We have a data protection policy that reflects international best practice and complies with the principles of the General Data Protection Regulation (EU) 2016/679 (GDPR). Our suppliers are expected to reflect and support our commitment to the protection of personal data and respect for individual privacy rights. This section outlines the standards Clifford Chance expects whenever personal data is exchanged in the context of delivering and/or receiving services.

Minimum standards expected of all suppliers:

Minimum standards required of data processors:





 <p>Compliance</p>	<p>Supplier shall have documented processes and procedures in place to support data privacy management. All policies and procedures shall be aligned to good industry practice and applicable local laws and be made available to Clifford Chance upon request.</p>	<p>Supplier shall ensure appropriate governance and/or management of data processing, and that Privacy Impact Assessment and reporting controls are in place. Where appropriate Supplier shall agree to be audited on compliance with these standards.</p>
 <p>Contractual requirements</p>	<p>Supplier shall enter into a written contract with appropriate data privacy obligations taking into account the requirements of applicable law, the data to be processed the nature of the processing; and the role of the supplier.</p>	<p>Supplier shall only process the personal data in accordance with Clifford Chance written instructions and shall not process the personal data for any other purpose without prior approval.</p>
 <p>Processing</p>	<p>Supplier shall collect and use personal data fairly, for the purposes that have been disclosed to the individuals it relates to and as agreed between the parties.</p>	
 <p>Protecting individuals</p>	<p>Supplier shall take appropriate steps to protect the individuals whose data is processed including assessing the impact of processing on and to process the data in a manner that is consistent with their data subject rights.</p>	<p>Supplier shall have in place appropriate technical and organizational measures to support Clifford Chance' response to data subject requests. Supplier shall inform Clifford Chance if it receives a request directly from a data subject.</p>
 <p>Accuracy, currency and Retention</p>	<p>Supplier shall ensure that personal data is kept accurate and up to date, is sufficient but not excessive; and is not stored for longer than necessary to achieve the purpose of processing.</p>	<p>The supplier shall return, delete, destroy or anonymise personal data as instructed by Clifford Chance unless it is necessary to retain the personal data for the purpose of complying with a legal obligation or to defend a legal claim.</p>
 <p>Appropriate organisational and technical security measures</p>	<p>Supplier shall take appropriate measures to protect the data from accidental or unlawful destruction, loss, alteration; unauthorised disclosure of or access. Supplier will work with Clifford Chance to ensure that data is shared securely.</p>	

DATA PRIVACY

(CONTINUED)

Minimum standards expected of all suppliers:

Minimum standards required of data processors:

 <p>Geographic location of processing</p>	<p>Supplier shall not transfer personal data outside of the relevant region unless there is adequate protection for the rights and freedoms of individuals in relation to their personal data. Where necessary, supplier shall comply with applicable data protection law and execute additional contractual commitments as required by Clifford Chance to ensure compliance with restrictions on the international transfer of personal data.</p>	
 <p>Data security incidents</p>	<p>Supplier shall give Clifford Chance notice of any personal data breach or other incident prejudicing the security of personal data relating to Clifford Chance people or clients without undue delay.</p>	<p>Supplier shall give Clifford Chance immediate notice of becoming aware of any personal data breach and will work with Clifford Chance, where required to do so, to support the mediation and reporting of the breach.</p>
 <p>Sub-processors</p>	<p>Where sub-processors are engaged, the supplier will exercise appropriate due diligence and ensure that appropriate contractual controls are in place to protect the personal data.</p>	<p>The supplier shall not engage any party other than its own employees to process the personal data unless Clifford Chance has been consulted and given the opportunity to comment.</p> <p>Where sub-processors are appointed, the contract will include similar terms regarding the processing of personal data.</p>
 <p>Employees</p>	<p>Supplier will conduct appropriate due diligence when hiring new employees and contractors.</p>	<p>All supplier employees with access to personal data should be informed of the data protection requirements applicable to their role and expected to commit to appropriate confidentiality terms.</p>

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Application and definitions:

Save where requirements under local law require a higher standard, these standards should be applied in a manner that is proportionate to the services provided, the data processed and the potential consequences of non-compliance for the individual and for Clifford Chance. If there is any conflict between the terms of this Supplier Code and an agreement between Clifford Chance and the Supplier regarding the processing of personal data, the terms of the agreement shall prevail.



Glossary of Terms:

1. **“Data Controller”** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by the Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.
2. **“Data Processor”** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
3. **“Data Subject”** means a natural person whose personal data is processed by a data controller or processor.
4. **“GDPR”** means the General Data Protection Regulation (EU) 2016/679, including any applicable amendment, re-enactment or replacement of it from time to time.
5. **“Personal Data”** means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
6. **“Privacy Impact Assessment”** means an assessment of the impact of a process or system involving the accessing, processing, storing, creating or transferring of personal data.
7. **“Processing”** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
8. **“Transfer”** means any transfer or disclosure of personal data, by any means, including by post or courier, by electronic transmission or by making available for download.



WHY CLIFFORD CHANCE
OUR INTERNATIONAL NETWORK



32 OFFICES
22 COUNTRIES

ABU DHABI	FRANKFURT	NEWCASTLE	SINGAPORE
AMSTERDAM	HONG KONG	NEW YORK	SYDNEY
BARCELONA	ISTANBUL	PARIS	TOKYO
BEIJING	LONDON	PERTH	WARSAW
BRUSSELS	LUXEMBOURG	PRAGUE	WASHINGTON, D.C.
BUCHAREST	MADRID	ROME	
CASABLANCA	MILAN	SÃO PAULO	
DUBAI	MOSCOW	SEOUL	KYIV ¹
DÜSSELDORF	MUNICH	SHANGHAI	RIYADH ²

1. Clifford Chance has a best friends relationship with Redcliffe Partners in Ukraine.

2. Clifford Chance has a co-operation agreement with Abuhimed Alsheikh Alhagbani Law Firm in Riyadh.

CLIFFORD CHANCE

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Clifford Chance, 10 Upper Bank Street, London, E14 5JJ

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Registered office: 10 Upper Bank Street, London, E14 5JJ

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