Recommended DCUSA Legal Text Changes for GDPR Compliance

Amend the following defined term in Section 1A, clause 1:

~~Data Protection Act~~Data Protection Legislation	~~Means the Data Protection Act 1998.~~Means the Data Protection Act 1998; the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which is known as the General Data Protection Regulation, and any other applicable legislation governing the processing of personal data as adopted by the UK Government.

Remove the following clauses from Section 2A:

34.3 ~~The Company warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. The Company undertakes to comply with the Data Protection Act in the performance of this Agreement.~~

35.5 ~~The User warrants that is has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. The User undertakes to comply with the Data Protection Act in the performance of this Agreement.~~

Remove the following clauses from Section 2B:

50.3 ~~The Company warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. The Company undertakes to comply with the Data Protection Act in the performance of this Agreement.~~

51.5 ~~The User warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. The User undertakes to comply with the Data Protection Act in the performance of this Agreement.~~

Remove the following clauses from Section 2C:

52E.3 ~~The Company warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations~~

imposed on it by this Agreement. The Company undertakes to comply with the Data Protection Act in the performance of this Agreement.

52F.5   The Gas Supplier warrants that is has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. The Gas Supplier undertakes to comply with the Data Protection Act in the performance of this Agreement.

Remove the following clauses from Section 2D:

52K.5   The Gas Supplier warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. The Gas Supplier undertakes to comply with the Data Protection Act in the performance of this Agreement.

52L.5   The Electricity Supplier warrants that it has effected, and undertakes that it will during the term of this Agreement effect and maintain, all such registrations as it is required to effect and maintain under the Data Protection Act to enable it lawfully to perform the obligations imposed on it by this Agreement. The Electricity Supplier undertakes to comply with the Data Protection Act in the performance of this Agreement.

Replace all other instances of "Data Protection Act" with "Data Protection Legislation"

Add Clause 60.15 in Section 3 as follows:

60.15   The words and expressions used in this Clause 60.15 and not defined elsewhere in this Agreement shall be interpreted in accordance with any meaning given to them in the Data Protection Legislation.

a.   From time to time, personal data may be shared between Parties in accordance with the provisions of this Agreement.

b.   It is acknowledged that each Party is likely to process such personal data as a data controller, and when jointly agreeing on the manner in which, and the purpose for which, such data is processed, as joint data controllers.

c.   Each Party warrants that it has effected, and undertakes that it shall (while it remains a Party to this Agreement) effect and maintain, all such notifications and registrations as it is required to effect and maintain under the Data Protection Legislation to enable it lawfully to perform the obligations imposed on it by this Agreement, and exercise the rights granted to it by this Agreement.

d.   Each Party undertakes to comply with the Data Protection Legislation in the performance of this Agreement, including ensuring that it has a lawful basis for sharing personal data with another Party and that it complies with the Data Protection Legislation in relation to such sharing of personal data.

e.   Each Supplier Party shall provide to its Customers, and each DNO/IDNO Party shall provide to its Connectees the information (if any) required by the Data Protection Legislation to be provided by them in respect of the processing to be undertaken

under this Agreement. If a data subject is dealing with two or more Parties at the same time, then both those Parties shall be separately responsible for complying with their obligations under the Data Protection Legislation regarding the processing of the data subject's personal data.

f.   Each Party shall comply with the Data Protection Legislation as regards the exercise of rights by data subjects for which the Party is the data controller. In particular, each Party shall designate its own contact point responsible for dealing with data protection queries raised by data subjects for which the Party is the data controller. Unless otherwise agreed bilaterally in writing at the relevant time, and to the extent any Parties are joint controllers:

   i.   each Party shall independently comply with the Data Protection Legislation regarding the rights of data subjects under the Data Protection Legislation; and

   ii.   each Party shall independently inform the data subjects about its processing activities and shall refer to the other joint controller in such notices.

g.   The Parties do not anticipate that they will act as data processors in relation to any personal data shared pursuant to this Agreement. If a Party becomes aware of instances in which personal data may be processed under this Agreement by a Party as a data processor it shall notify the Panel so that consideration can be given to whether a Change Proposal should be raised to describe such personal data and the purpose, nature and duration of such processing, and to set out the clauses required by the Data Protection Legislation to be included in contracts between data controllers and data processors.