

# DATA PROTECTION AGREEMENT

**Policy Version: 2025-07**

## **1. Application of this data protection agreement:**

- 1.1. This data protection agreement (**DPA**) forms part of the RRA and comes into effect on the date the RRA comes into effect.
- 1.2. This DPA sets out the obligations of Nominet and Registrar in respect of the Processing of Personal Data in connection with the RRA.
- 1.3. In the event of a conflict between a provision of this DPA and a provision of any other document comprising the RRA relating to the Processing of Personal Data, the provision of this DPA shall prevail.

## **2. Definitions and interpretation**

- 2.1. Any capitalised terms that are used but not defined in this DPA have the meaning given to them in the RRBA or other document comprising the RRA.
- 2.2. In this DPA, the following terms have the meanings set out below:

<b>Appropriate Security Measures</b>	Technical and organisational measures that: <ul style="list-style-type: none"><li>• ensure a level of security for Personal Data appropriate to the risk to natural persons arising from the Processing of the Personal Data; and</li><li>• comply with the security obligations under the Data Protection Legislation.</li></ul>
<b>Contract Personal Data</b>	Personal Data other than Registration Personal Data that the parties Process in connection with the RRA, including: <ul style="list-style-type: none"><li>• Contact Data</li><li>• Account Data</li><li>• Transaction Data</li><li>• Identity Verification Data</li></ul> in each case, as defined and described in the Privacy Notice.
<b>Data Subject Request</b>	A request from a Data Subject to exercise their rights in relation to Personal Data concerning them under the Data Protection Legislation.
<b>Data Subjects</b>	Natural persons to whom Relevant Personal Data relate, as defined in the Data Protection Legislation.

<b>Personal Data</b>	Information that can be used to identify a natural person, as defined in the Data Protection Legislation.
<b>Personal Data Breach</b>	A personal data breach, as defined in the Data Protection Legislation, that affects Relevant Personal Data.
<b>Processing</b>	Any operation performed on Personal Data, as defined in the Data Protection Legislation.
<b>Registration Personal Data</b>	Personal Data comprised in Registration Data.
<b>Relevant Personal Data</b>	Registration Personal Data and Contract Personal Data.
<b>Relevant Processing</b>	The Processing of Relevant Personal Data by either Party in connection with the RRA.

### **3. Processing roles**

- 3.1. Nominet and Registrar act as independent controllers in respect of the Relevant Processing.
- 3.2. Nominet's Relevant Processing and other Processing as a controller is described in the Privacy Notice.

### **4. Compliance with Data Protection Legislation**

- 4.1. Nominet and Registrar shall each comply with its obligations under the Data Protection Legislation when carrying out Relevant Processing.
- 4.2. Without prejudice to the generality of clause 4.1, each Party shall:
  - 4.2.1. provide information about its Relevant Processing to the Data Subjects in accordance with the Data Protection Legislation;
  - 4.2.2. only carry out Relevant Processing for legitimate purposes as set out in clause 5;
  - 4.2.3. ensure it has a lawful basis for the Relevant Processing; and
  - 4.2.4. ensure the confidentiality and security of Relevant Personal Data in accordance with clause 6.
- 4.3. Registrar shall make Registrar's Customers aware of Nominet's Processing of Relevant Personal Data as described in the Privacy Notice.

### **5. Nature and purposes of the Processing**

- 5.1. Nominet Processes Relevant Personal Data for the purposes described in the Privacy Notice.
- 5.2. Registrar Processes:
  - 5.2.1. Registration Personal Data for the purposes of providing Registrar Services and complying with its obligations under the RRA, its agreement with ICANN (if applicable)

and any applicable laws relating to the registration, renewal, transfer and other administration of Domains, provision of Registration Data and use of the Shared Registry System;

- 5.2.2. Contract Personal Data for the purposes of performing the RRA and communicating with Nominet about the RRA.

## 6. Confidentiality and security

- 6.1. Nominet discloses Relevant Personal Data as described in the Privacy Notice.
- 6.2. Registrar must only disclose Relevant Personal Data to the extent necessary for legitimate purposes explained to Data Subjects and in accordance with the Data Protection Legislation and other applicable laws.
- 6.3. Each Party shall ensure that persons they authorise to Process Relevant Personal Data are legally bound to treat Relevant Personal Data as confidential and in accordance with the Data Protection Legislation.
- 6.4. Each Party shall apply Appropriate Security Measures to the Relevant Personal Data when carrying out Relevant Processing.
- 6.5. Without prejudice to the generality of clause 6.4:
  - 6.5.1. Nominet shall implement Appropriate Security Measures in the design and operation of the Registry, Shared Registry System and Accounts;
  - 6.5.2. Registrar shall implement Appropriate Security Measures in its use of the Account and Shared Registry System, including, without limitation, complying with all System Requirements relating to the security of the Registry, Shared Registry System and/or Account and immediately notifying Nominet of any lost, stolen or compromised Credentials.

## 7. Personal Data Breach

- 7.1. Each Party shall comply with its obligations under the Data Protection Legislation to notify the supervisory authority and Data Subjects of any Personal Data Breach (**Notification Obligations**).
- 7.2. Registrar acknowledges that in the event of a Personal Data Breach affecting the Registry or Shared Registry System (**Registry Breach**), Nominet may directly contact Registrar's Customers whose Registration Personal Data has been affected (**Affected Customers**) to notify them of the Registry Breach or may require the Registrar to pass such notification to Affected Customers.
- 7.3. Registrar shall provide all such assistance as Nominet may reasonably require to comply with its Notification Obligations to notify Affected Customers of a Registry Breach.
- 7.4. Nominet shall promptly notify Registrar of any Registry Breach affecting Registrar's Customers and inform the Registrar of:
  - 7.4.1. measures it has taken/is taking to minimise and mitigate the Registry Breach; and

- 7.4.2. measures that Registrar must or may take to minimise and mitigate the Registry Breach.
- 7.5. Registrar shall promptly notify Nominet of any Personal Data Breach affecting its systems, Credentials or Account (**Registrar Breach**) and inform Nominet of:
  - 7.5.1. measures it has taken/is taking to minimise and mitigate the Registrar Breach; and
  - 7.5.2. any measures that Nominet may take to minimise and mitigate the Registrar Breach.
- 7.6. In the event of a Personal Data Breach affecting Registration Personal Data each Party shall:
  - 7.6.1. implement Appropriate Security Measures and other suitable measures to minimise and mitigate the Personal Data Breach; and
  - 7.6.2. cooperate with and assist the other Party to minimise and mitigate the Personal Data Breach and comply with the Notification Obligations.
- 8. International transfer of Relevant Personal Data**
  - 8.1. Each Party shall comply with the rules on international transfers of Personal Data contained in the Data Protection Legislation in respect of Relevant Personal Data.
  - 8.2. Nominet transfers Relevant Personal Data outside the United Kingdom as described in the Privacy Notice.
- 9. Compliance information and audit**
  - 9.1. Registrar shall provide Nominet with all information Nominet requires to verify that Registrar complies with its obligations under this DPA.
  - 9.2. If Nominet so requests, Registrar shall allow Nominet or an inspector authorised by Nominet to conduct an audit to ascertain the Registrar's compliance with its obligations under this DPA. Any such audit shall be conducted no more frequently than once in any 12-month period unless there has been a breach of this DPA or Nominet is required to conduct an audit by the Information Commissioner's Office or under any applicable law.
- 10. Data Subject Requests**
  - 10.1. Each Party shall comply with its obligations under Data Protection Legislation to respond to Data Subject Requests (**DSR Obligations**).
  - 10.2. Each Party shall provide such assistance as the other Party may reasonably request to help the other Party comply with its DSR Obligations in respect of Registration Personal Data relating to Registrar's Customers.