

UK COMPLIANCE REQUIREMENTS FOR AGENTS, SUPPLIERS AND SUBCONTRACTORS

INTRODUCTION

In order to comply with its legal obligations, Dehns requires its agents, suppliers and subcontractors, in whichever country they are located, to comply with applicable standards and industry/professional best practice in the areas noted below when supplying goods or services to Dehns.

1. Anti-corruption
2. Non-facilitation of tax evasion
3. Data protection
4. Modern-day slavery prevention

These obligations can extend to the entire supply chain and so Dehns also expects its agents, suppliers and sub-contractors to communicate these requirements to their own agents, suppliers and subcontractors and take this into account when selecting such third parties.

If an agent, supplier or subcontractor is unable to comply with any of these requirements, they should make this known to their usual contact at Dehns immediately.

1. ANTI-CORRUPTION

Dehns is committed to its Anti-Corruption Policy, which is designed to comply with all applicable laws and regulations including, but not limited to, the Bribery Act 2010. A copy of this policy can be viewed at <https://www.dehns.com/site/help/compliance/anticorruption>.

Dehns requires its agents, suppliers and sub-contractors (together with those acting on their behalf in the same respect), in connection with the supply of any goods or services provided to Dehns, to operate and comply with at least the equivalent of this policy within their own organisations.

2. NON-FACILITATION OF TAX EVASION

In accordance with the Criminal Finances Act 2017, Dehns requires its agents, suppliers and subcontractors not to facilitate any form of tax evasion in any country by a third party when supplying goods or services to Dehns.

An example of such facilitation might be where a supplier assists their employee or subcontractor, who undertakes work for Dehns on behalf of that supplier, evading tax on their earnings by paying them in cash in the knowledge that the employee or subcontractor will then not declare this income for tax purposes.

Dehns considers the risk of this occurring with any of its agents, suppliers or subcontractors to be extremely low.

3. DATA PROTECTION

Dehns expects its agents, suppliers and subcontractors to comply with applicable data protection laws (including, with effect from 25 May 2018, the GDPR within the EEA) and industry/professional best practices when processing personal data as a **Data Controller** in connection with any goods or services provided to Dehns. This includes ensuring appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. In general terms, Data Controller means a body which, alone or jointly with others, *determines the purposes and means of the processing of personal data*. Dehns considers all overseas patent/trade mark attorneys and law firms who provide services to Dehns to be Data Controllers for these purposes.

Dehns requires its suppliers and subcontractors who process personal data as a **Data Processor** for Dehns (as opposed to a Data Controller) to enter into a written contract with Dehns, with effect from 25 May 2018 or such later date as the processing of data commences, that complies with the requirements of the GDPR. In general terms, Data Processor means a body which *processes personal data on behalf of the data controller*.

Under the GDPR, such a contract must include the following details:

- a) the subject matter and duration of the processing;
- b) the nature and purpose of the processing;
- c) the type of personal data and categories of data subject; and
- d) the obligations and rights of the Controller (the partners of Dehns).

In addition, the contract must contain terms requiring the Data Processor, to:

- e) only act on the written instructions of the Controller;
- f) ensure that people processing the data are subject to a duty of confidence;
- g) take appropriate measures to ensure the security of processing;
- h) only engage sub-processors with the prior consent of the Controller and under a written contract;
- i) assist the Controller in providing subject access and allowing data subjects to exercise their rights under the GDPR;
- j) assist the Controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- k) delete or return all personal data to the Controller as requested at the end of the contract;
- l) submit to audits and inspections, provide the Controller with whatever information it needs to ensure that they are both meeting their GDPR obligations, and tell the Controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

4. MODERN-DAY SLAVERY PREVENTION

In accordance with the Modern Slavery Act 2015, Dehns is committed to preventing acts of modern-day slavery (including holding a person in a position of slavery, servitude, forced or compulsory labour or facilitating their travel with the intention of exploitation) from occurring within its business and supply chains, and so requires the same high standards from its agents, suppliers and subcontractors.

Dehns expects its agents, suppliers and subcontractors to educate its staff to recognize the risk of modern-day slavery in its business and supply chains and to adopt procedures and policies that are designed to:

- Establish and assess areas of potential risk in its business and supply chains
- Monitor potential risk areas in its business and supply chains
- Reduce the risk of slavery and human trafficking occurring in its business and supply chains
- Provide adequate protection for whistle-blowers
- Require their own agents, suppliers and subcontractors to adopt similar procedures within their businesses and supply chains.