

Data Processing Agreement (DPA)

BidClarity Ltd · Version 1.2 · Effective 17 July 2026

1. Parties and scope

This Data Processing Agreement ("DPA") forms part of the BidClarity subscription agreement between BidClarity Ltd ("Processor") and the Customer ("Controller"). It governs the processing of personal data by BidClarity on the Controller's behalf in connection with the BidClarity platform.

2. Subject-matter and duration

Subject-matter: provision of the BidClarity tender-management SaaS platform, including ingestion of public-sector opportunity data, AI-assisted drafting, and collaboration features.

Duration: for as long as the Controller maintains an active BidClarity subscription, plus a 30-day post-termination export window.

3. Nature and purpose of processing

Storing bid content, requirements, buyer intelligence, and past-response libraries; running AI-assisted extraction, scoring, and drafting; enabling collaboration, approvals, and analytics within the Controller's workspace.

4. Categories of data subjects and personal data

Data subjects: Controller's employees, contractors, and named individuals in bid narratives (e.g. CVs, references).

Personal data: name, work contact details, role, and any personal data the Controller uploads to the platform.

5. Processor obligations

Process personal data only on documented instructions from the Controller. Ensure persons authorised to process are under confidentiality. Implement appropriate technical and organisational measures as set out in the DCSM. Assist the Controller with data-subject rights, DPIAs, and regulator consultations. Return or delete personal data on termination, subject to legal retention requirements.

6. Sub-processors

The Controller authorises BidClarity to engage sub-processors listed on request. BidClarity gives at least 30 days' notice of any new sub-processor and imposes equivalent data-protection obligations by contract.

7. International transfers

Personal data is processed in the UK and EEA. Transfers outside the UK/EEA rely on UK IDTA or EU Standard Contractual Clauses plus supplementary measures.

8. Personal data breaches

BidClarity notifies the Controller without undue delay and no later than 48 hours after becoming aware of a personal-data breach affecting Controller data, with the information the Controller reasonably requires to meet its own notification obligations.

9. Audit

BidClarity makes available all information necessary to demonstrate compliance and, on reasonable notice, permits audits by the Controller or its mandated auditor, subject to confidentiality.

10. Deletion and return

On termination, BidClarity provides a 30-day export window, then deletes Controller personal data from active systems within a further 30 days and from backups within 90 days.

Questions: privacy@bidclarity.co.uk · BidClarity Ltd, London, United Kingdom