

### THIS AGREEMENT is made the

### **BETWEEN:**

- (1) <<Name of Data Controlle under number <<Company [of] <<insert Address>> ("O
- (2) <<Name of Data Processo under number <<Company [of] <<insert Address>> ("F

### WHEREAS:

- (1) [Under a written agreeme dated <<insert date>> ("the Data Controller] OR [The Processor to provide to the
- (2) The provision of the Serv Personal Data described in
- (3) Under Article 28(3) of the Regulation ((EU) 2016/679 place an agreement in w which processes persona personal data.
- (4) The Parties have agreed to said provisions of the UK ( the Data Processor for the
- (5) The terms of this Agreeme out for the Data Controller Data Processor in relation

### **IT IS AGREED** as follows:

### 1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Commissioner"

### "Controller"



ed in <<Country of Registration>> whose registered office is at] **OR** 

ed in <<Country of Registration>> whose registered office is at] **OR** 

ontroller and the Data Processor the Data Processor provides to the time to time engages the Data vices described in Schedule 1.

ssor involves it in processing the the Data Controller.

n of the General Data Protection ata Controller is required to put in Controller and any organisation overning the processing of that

ent to ensure compliance with the ocessing of the Personal Data by

cessing of Personal Data carried to all Personal Data held by the

therwise requires, the following

n Commissioner (as defined in PR and section 114 Data

ngs given to the term "controller" UK GDPR and section 6 of the 2018;



legislation in force from time to ngdom applicable to data y including, but not limited to, the Protection Act 2018 (and reunder); and the Privacy and cations Regulations 2003 as

pr identifiable living individual to relates;

on relating to an identified or vidual; an identified or identifiable e who can be identified, directly or r by reference to an identifier dentification number, location fier, or to one or more factors al, physiological, genetic, mental, r social identity of the individual;

ecurity leading to the accidental or loss, alteration, unauthorised ess to, Personal Data transmitted, Processed;

gal person, public authority, y which processes Personal Data ller;

or set of operations which is al Data or on sets of Personal by automated means, such as organisation, structuring, storage, on, retrieval, consultation, use, ission, dissemination or otherwise gnment or combination, restriction, n;

es] **AND/OR** [facilities] described are provided by the Processor to hich the Controller uses for the in Schedule 1; and

U) 2016/679 General Data n as it forms part of the law of Scotland, and Northern Ireland by the European Union (Withdrawal) ed by the Data Protection, Privacy nunications (Amendments etc.) s 2019.

reference in this Agreement to:

ion, includes a reference to any nic or facsimile transmission or

- 1.2.2 a statute or provision as
- 1.2.3 "this Agreen Schedules a
- 1.2.4 a Schedule
- 1.2.5 a Clause or (other than t
- 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the it
- 1.4 Words imparting the
- 1.5 References to any d
- 1.6 References to perso

### 2. Scope and Application of

- 2.1 The provisions of th Data described in S and to all Person processing, whethe or received afterwar
- 2.2 Schedule 2 describ Data Subject, the n such processing, ar
- 2.3 Subject to sub-Cla Service Agreement Definitions and inte the interpretation of
- 2.4 The provisions of understanding, or Agreement] made Data.
- 2.5 This Agreement st Processor is proce thereafter as provid

# 3. Provision of the Services

- 3.1 The Controller shall remain responsible Legislation including and obtaining any instructions given to
- 3.2 The Processor shal received from the C

3.2.1 for the purpo







is a reference to that statute or at the relevant time;

this Agreement and each of the need at the relevant time;

ement; and

e to a Clause of this Agreement raph of the relevant Schedule.

parties to this Agreement.

r convenience only and shall have ement.

clude the plural and vice versa.

other gender.

tions.

to the processing of the Personal or the Controller by the Processor, rocessor in relation to all such held at the date of this Agreement

al Data, category or categories of be carried out, the purpose(s) of ocessing.

t is subject to the terms of the ated into the Service Agreement. Service Agreement shall apply to

ersede any other arrangement, but not limited to, the Service any time relating to the Personal

e and effect for so long as the n behalf of the Controller, and

### hal Data

sonal Data and shall, at all times, ations under the Data Protection riding any and all required notices ts, and for the written processing

es and process the Personal Data

d not for any other purpose;

- 3.2.2 to the exten purposes; ar
- 3.2.3 strictly in a instructions instructions Controller to

# 4. Data Protection Compliar

- 4.1 All instructions give writing and shall a Legislation. The Pro Controller unless th Article 29 of the UK
- 4.2 The Processor sha requiring the Proces Personal Data, or to
- 4.3 The Processor sh Controller's reques Controller's written
- 4.4 Both Parties shall c shall not perform agreement or arran to breach any of Legislation.
- 4.5 The Controller here Data shall comply w but not limited to Controller has in pla enable the lawful tra
- 4.6 The Processor agree the Controller to satisfactorily perform any best practice gu
- 4.7 The Processor sha cost)] to the Cont Protection Legislat notification of Perso assessments, and i the purposes of thi Processor's process
- 4.8 The Processor shal the Data Protectior the Services or of it
- 4.9 When processing th shall:
  - 4.9.1 not transfer prior written









as is strictly necessary for those

press written authorisation and may be specific instructions or or as otherwise notified by the

the Processor shall be made in bliance with the Data Protection such written instructions from the by law to do otherwise (as per

any request from the Controller delete, or otherwise dispose of the y any unauthorised processing.

I Data to the Controller on the mes, and in compliance with, the

e Data Protection Legislation and r this Agreement or any other such way as to cause either Party ons under the Data Protection

and undertakes that the Personal egislation in all respects including, , and processing, and that the propriate consents and notices to ta to the Processor.

reasonable measures required by ions under this Agreement are he Data Protection Legislation and mmissioner.

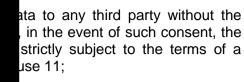
e assistance [(at the Controller's i its obligations under the Data he security of processing, the conduct of data protection impact missioner. What is reasonable, for take account of the nature of the available to the Processor.

timely manner of any changes to dversely affect its performance of greement.

alf of the Controller, the Processor

e the United Kingdom without the

- 4.9.2 not transfer written cons Personal Da suitable agre
- 4.9.3 process the is necessary as may be r the Controlle the Persona law);
- 4.9.4 implement including the to protect t unlawful pr display, or d or unlawful Processor s such measu
- 4.9.5 implement n risks involve
  - a) the p
  - b) the availa
  - c) the a Data incide
  - d) a pro effec ensu
- 4.9.6 if so request the Controlle systems in p and to preve
- 4.9.7 keep comple processing demonstrate Protection L
- 4.9.8 make availa reasonably compliance
- 4.9.9 on [at least submit to au information compliance compliance The requirer that the Pro Agreement of



e extent, and in such manner, as its obligations to the Controller or case, the Processor shall inform ent in question before processing nless prohibited from doing so by

and organisational measures, le 3, and take all steps necessary inst accidental, unauthorised, or ying, modification, reproduction, al Data, and against its accidental tion, disclosure, or damage. The er in advance of any changes to

el of security proportionate to the te:

cryption of Personal Data;

ongoing confidentiality, integrity, rocessing systems and services;

ability and access to the Personal e event of a physical or technical

g, assessing, and evaluating the nd organisational measures for ocessing;

within the timescales required by of the technical and organisational ecurity of the Personal Data held

ls and information concerning all the Personal Data in order to this Agreement and the Data

y and all such information as is to demonstrate the Processor's \_egislation;

's'] **OR** [reasonable] prior notice, d provide the Controller with any n order to assess and verify his Agreement and both Parties' f the Data Protection Legislation. ot apply if the Controller believes any of its obligations under this

4.9.10 inform the ( infringes the

The Processor sha complying with its

particular, the prov

Subjects to exercis

requests), informati Commissioner und

Personal Data Brea

The Processor shal

5.2.1 a request fro

5.2.2 any other co

The Processor sha

Controller and assi

other complaint, not

5.3.1

5.3.2

5.3.3

5.3.4

processing of the Data Pro

providing th

communicat

providing the

with a reque providing the

Data Subjec

providing th

Controller.

Data Subject Requests, N

5.

5.1

5.2

5.3





- D

it is asked to do anything that ion.

# d Personal Data Breaches

s cost,] assist the Controller in Data Protection Legislation. In shall apply to requests by Data but not limited to, subject access is served on the Controller by the on Legislation, complaints, and

hediately in writing if it receives:

rcise their rights; or

hication, or request relating to the to either Party's compliance with

s cost,] cooperate fully with the to any Data Subject request, or equest, including by:

details of the complaint, notice,

and assistance in order to comply

sonal Data it holds in relation to a equired by the Controller); and

her information requested by the

hal Data to any Data Subject or to so by the Controller in writing, or

mediately if it becomes aware of ing any unauthorised or unlawful to, or destruction of any of the

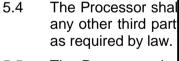
Clause 5.5 occurs:

Personal Data is possible, the as soon as possible [at its own

delay [and at its own expense], to the Controller:

the event, including the category Data affected, the approximate rds and Data Subjects involved;

event; and



5.5 The Processor sha any form of Person processing, loss o Personal Data.

- 5.6 If an event of the ty
  - 5.6.1 Where reco Processor s expense].
  - 5.6.2 The Process also provide
    - a) a des or c numt
    - b) the li

c) a des taker effec

- 5.6.3 The Process ordination, Controller's i
- 5.6.4 The Process Controller's
- 5.6.5 The Controll notice of th applicable re required by I
- 5.6.6 The Control any form of I
- 5.6.7 [Where the assistance requirement the event a negligence, the Controlle
- 5.6.8 The Process and/or provi reimburse t Controller w notices and

# 6. Staff [and Data Protection

- 6.1 The Processor sha process any of the I
  - 6.1.1 be informed bound by cc as per sub-0
  - 6.1.2 be given ap how their jot
  - 6.1.3 be made av duties and o Agreement.
- 6.2 [The Controller has Article 37 of the U data protection offic
- 6.3 [The Processor sh Article 37 of the Uk officer to the Contro
  - a) OR
- 6.2 [The Processor ha Article 37 of the U data protection offic

s that have been taken or will be hose to mitigate potential adverse

own expense,] all reasonable costance to the Controller in the g of the event.

ird parties of the event without the unless required to do so by law.

ht to determine whether to provide ubjects, the Commissioner, other int authorities, or other parties, as Controller's discretion.

ght to determine whether to offer Subjects.

to take action and/or provide under this sub-Clause 5.6, the er such expenses shall not apply if er's specific written instructions, of this Agreement. In such cases, sonable expenses.]

aking the abovementioned actions d assistance at its own expense,] nable expenses incurred by the event, including the costs of any

onnel who are to access and/or

re of the Personal Data and be and confidentiality requirements,

Data Protection Legislation and affected by it; and

ssor's duties, and their personal ta Protection Legislation and this

ection officer in accordance with are as follows: <<insert name of stails>>.]

ection officer in accordance with the details of the data protection ement of the processing.]

ection officer in accordance with are as follows: <<insert name of stails>>.]



#### 7. Warranties

- 7.1 The Processor warr
  - 7.1.1 its employe persons acd behalf are a Data Protect
  - 7.1.2 it, and any p compliance applicable la
  - 7.1.3 nothing, in prevents it fr
  - 7.1.4 it will take organisation unlawful pro the Persona
    - a) the p
    - b) the n
    - c) the i Prote
- 7.2 The Controller wa Personal Data in its the Controller shall

#### 8. Liability and Indemnity

- 8.1 The Controller shal the Processor in res loss, expense (incl and client basis), agreed to be paid b
  - 8.1.1 any non-co Legislation;
  - any process 8.1.2 instructions Legislation:
  - 8.1.3 any breach l
  - b) except to th
- 8.2 The Processor shall the Controller in res loss, expense (incl and client basis), agreed to be paid Processor's process
  - only to the e or non-com or the Data

8.2.1





ents, and any other person or andling the Personal Data on its h respect to compliance with the

will process the Personal Data in Legislation and any and all other s, and similar instruments;

the Data Protection Legislation s;

d proportionate technical and the accidental, unauthorised, or Data and the loss of or damage to f security appropriate in light of:

bm such an event;

a in question;

comply with all applicable Data relevant policies and procedures.

that the Processor's use of the s and as specifically instructed by tection Legislation.

indemnify (and keep indemnified) n, proceeding, liability, cost, claim, ees and payments on a solicitor incurred by, awarded against, or lirectly or in connection with:

roller with the Data Protection

Processor in accordance with that infringe the Data Protection

ligations under this Agreement,

or is liable under sub-Clause 8.2.

indemnify (and keep indemnified) h, proceeding, liability, cost, claim, ees and payments on a solicitor incurred by, awarded against, or directly or in connection with the bject to this Agreement:

ts from the Processor's breach of. hent, the Controller's instructions, d

8.2.2 not to the ex of this Agree

- 8.3 The Controller shall paid in compensation that the Controller is
- 8.4 Nothing in this Agre Party of, or otherwis for any other bre Protection Legislation it shall remain sub operate fully there obligations as a Pro subject to the fines Data Protection Leg

# 9. Intellectual Property Righ

All copyright, database rig Data (including but not lin Personal Data made by e Controller or to any othe obtained the Personal Data where applicable). The Pro term of the Service Agree accordance with this Agree

### 10. **Confidentiality**

- 10.1 The Processor sh particular, unless th do so, the Process Processor by, for, Processor shall not it by the Controller Services to the Con
- 10.2 The Processor sha process any of th Personal Data confi
- 10.3 The obligations se <<insert period>> Processor to the Co
- 10.4 Nothing in this Agre requirement to disc law. In such cases, the disclosure requ prohibited by law.

### 11. Subcontractors

11.1 The Processor sha Agreement without

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are contributed to, by any breach

ack from the Processor any sums spect of any damage to the extent rocessor under sub-Clause 8.1.

this Clause 8) shall relieve either ither Party to any Data Subject, or ect obligations under the Data cessor hereby acknowledges that the Commissioner and shall cothat failure to comply with its rotection Legislation may render it sation requirements set out in the

al property rights in the Personal nendments, or adaptations to the Processor) shall belong to the from whom the Controller has , but not limited to, Data Subjects, e such Personal Data only [for the of providing the Services, and in

hal Data in confidence, and in ritten consent for the Processor to by Personal Data supplied to the ontroller to any third party. The e of any Personal Data supplied to nection with the provision of the

onnel who are to access and/or ontractually obliged to keep the

10 shall continue for a period of he provision of Services by the

er Party from complying with any re such disclosure is required by close shall notify the other Party of sure, unless such notification is

its obligations or rights under this of the Controller.

- 11.2 If the Processor a Controller), the Proc
  - 11.2.1 enter into a impose upor upon the Pro Processor a
  - 11.2.2 ensure that that agreem
  - 11.2.3 maintain c subcontracto
  - 11.2.4 the agreem terminate a Agreement f
- 11.3 In the event that a agreement, the Pro meet its obligations
- 11.4 The Provider shall I that is in the posses

# 12. Deletion and/or Disposal

- 12.1 The Processor sh otherwise dispose format(s) reasonab after the earlier of th
  - 12.1.1 the end of th or
  - 12.1.2 the process required for Agreement]
- 12.2 Following the delet Clause 12.1, the F copies of the Perso required by law, in such requirement(s)
- 12.3 All Personal Data to deleted or disposed method(s)>>.

# 13. [Consideration

The Processor accepts the payment of £1 from the Co

# 14. Law and Jurisdiction

14.1 This Agreement (in therefrom or assoc accordance with, th

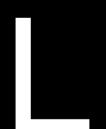
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(with the written consent of the

h the subcontractor which shall same obligations as are imposed nt and which shall permit both the ce those obligations;

ies fully with its obligations under on Legislation;

nal Data transferred to the

ssor and the subcontractor shall termination or expiry of this

eet its obligations under any such liable to the Controller for failing to

rol legally over any Personal Data trolled by its subcontractors.

est of the Controller, delete or return it to the Controller in the ntroller within a reasonable time

es [under the Service Agreement];

ta by the Processor is no longer Processor's obligations under [this reement].

of the Personal Data under subr otherwise dispose of all further unless retention of such copies is sor shall inform the Controller of

of under this Agreement shall be method(s): <<insert description of

preement in consideration of the sor hereby acknowledges.]

ual matters and obligations arising governed by, and construed in ales. 14.2 Any dispute, contro this Agreement (ind therefrom or associ of England and Wal

contro ent (inc associ nd Wal

SIGNED for and on behalf of the C <<Name and Title of person signir

Authorised Signature

Date: \_\_\_\_\_

SIGNED for and on behalf of the F <<Name and Title of person signir

Authorised Signature

Date: \_\_\_\_\_

im between the Parties relating to al matters and obligations arising within the jurisdiction of the courts Services

<<Insert a description of the Servic Agreement, where relevant)>>.

essor (under the Service

	S	
Personal Data		
Type of Personal Data	Categ	

# **SCHEDULE 2**

lature of Processing Carried Out	Purpose(s) of Processing	Duration of Processing

## **Technical and Organisational D**

The following are the techt to in Clause 4:

- The Processor shall ensur processes on behalf of the appropriate to:
  - 1.1 the harm that mig accidental loss, dan
  - 1.2 the nature of the Pe
- 2. In particular, the Processor
  - 2.1 have in place, and o
    - 2.1.1 defines secu
    - 2.1.2 allocates re individual [ personnel;
    - 2.1.3 is provided Agreement;
    - 2.1.4 is dissemina
    - 2.1.5 provides a m
  - 2.2 ensure that approp to protect the hardw Data in accordance
  - 2.3 prevent unauthorise
  - 2.4 protect the Persona practical to do so;
  - 2.5 ensure that its stora such that the med records and record access by personne
  - 2.6 have secure methor physical form (for e form (for example, t
  - 2.7 password protect a stored, ensuring the upper and lower-ca are not shared under
  - 2.8 [not allow the stora laptops or tablets ur
  - 2.9 take reasonable ste to the Personal Date









data protection measures referred

Personal Data it receives from or security measures to a standard

l or unauthorised processing or e Personal Data; and

licy which:

k assessment;

enting the policy to a specific pr's data protection officer)] or

efore the commencement of this

nd

and review.

and virus protection are in place s used in processing the Personal e;

Data;

isation and encryption, where it is

nforms with best industry practice ata is recorded (including paper re stored in secure locations and ctly monitored and controlled;

sfer of Personal Data whether in ers rather than post) or electronic encryption>> encryption);

evices on which Personal Data is ire (<<describe requirements, e.g. cters etc.>>), and that passwords

a on any mobile devices such as on any mobile devices such as premises at all times;]

ity of personnel who have access

- 2.10 have in place meth (including loss, dam
  - 2.10.1 the ability t Personal Da
  - 2.10.2 having a pr breaches of
  - 2.10.3 notifying the occurs.
- 2.11 have a secure pro storing back-ups se
- 2.12 have a secure met back-ups, disks, pri
- 2.13 adopt such organi procedures as are 27001:2013, as ap **OR [.]**
- 2.14 [<<insert additional



dealing with breaches of security rsonal Data) including:

luals have worked with specific

for investigating and remedying slation; and

on as any such security breach

all electronic Personal Data and

anted Personal Data including for puipment; [and]

nd technological processes and ith the requirements of ISO/IEC provided to the Controller[; and]