

PERSONAL DATA PROCESSING AGREEMENT

Between

University for the Creative Arts ('the University')

And

[Full name of company] ('the Processor')

Compliance with the General Data Protection Regulation (GDPR)

Under the terms of an agreement between the University and the Processor dated **[date]**, the Processor provides **[describe the services]** which will involve the processing of personal data that are under the University's control. The personal data to be transferred under this Agreement is as follows:

[Describe personal data to be transferred]

The law does not permit the University to allow the Processor to process such personal data unless the University complies, and can demonstrate that the University complies, with certain requirements as set out in the principles relating to the processing of personal data set out in the GDPR. Therefore, this agreement is in place in order to ensure that the University and the Processor discharge their respective obligations under the GDPR.

1 Security

The Processor will take appropriate technical and organizational measures against unlawful and unauthorised processing of the personal data and against accidental loss, destruction of and damage to the personal data. In particular, the Processor is required to:

- 1.1 keep the personal data strictly private and confidential;
- 1.2 minimise disclosure of the personal data to third parties to the fullest extent possible;
- 1.3 allow access to the personal data strictly on a 'need to know' basis and use appropriate access controls to ensure this requirement is satisfied;
- 1.4 ensure that any recipients of the personal data are subject to a binding duty of confidentiality in relation to the data;
- 1.5 ensure the resilience of processing systems including the backing up of personal data in order to be able to re-instate the data.
- 1.6 complete Appendix 1 to this Agreement.

2 Personnel

- 2.1 The Processor will ensure the reliability of all of its personnel (whether employees or contractors) that may have access to the personal data and to ensure that they are adequately trained in the good handling of personal data;
- 2.2 The Processor will obtain a commitment of confidentiality from anyone it allows to process the personal data unless they are under such a duty by law.

3 Purposes

The Processor will act only in accordance with the University's instructions in relation to the personal data and will not use the personal data for any purpose other than to provide the services under this Agreement. The purpose(s) for which the Processor may use the personal data are as follows:

[Describe purpose(s)]

and for no other purpose.

4 Subcontractors

The Processor is not permitted to subcontract any activity that will involve a third party processing the personal data without the University's prior written consent.

5 Transferring personal data outside the European Economic Area

The Processor will not transfer or permit the transfer of personal data to any territory outside the European Economic Area without the University's prior written consent.

6. Providing assistance

6.1 The Processor will assist the University promptly with meeting all the University's obligations to data subjects, by having appropriate technical and organizational measures.

6.2 This includes assistance with all subject access requests which may be received from individuals whose personal data the Processor is processing on behalf of the University.

6.2 The Processor will promptly amend, transfer, delete or return any personal data that the Processor is processing for the University if the University requires it to do so.

6.3 The Processor will notify the University of all communications the Processor receives from any person which suggests non-compliance with the GDPR. The Processor will not do anything or enter into any communication about it unless the University expressly authorises the Processor to do so.

6.4 The Processor will provide the University with a copy of the personal data as soon as possible if the University asks the Processor to do so in the format and on the media which is specified in the University's request.

6.5 The Processor will promptly inform the University of any breach or suspected breach of the Data Protection Act involving the University's personal data and, in such event, will assist the University in meeting the University's obligations.

7 Audit

7.1.1 The Processor will permit the University to audit and inspect compliance with the terms of this Agreement, which may involve the University or its nominated representative coming onto any premises where the personal data are being processed without notice.

7.2 The Processor will provide the University with all the information that is needed to demonstrate compliance with the obligations of Data Processors laid down in GDPR Article 28 and in this Agreement.

8 Ending this Agreement

8.1 Either party may end this Agreement by giving one month's written notice to the other. However, this notice period will be reduced so that it ends with immediate effect if the reason for ending the agreement is because:

- 8.1.1 a resolution is passed or an order is made for the other to be wound up (other than for a solvent amalgamation or reconstruction);
 - 8.1.2 the other becomes subject to an administration order or a receiver or administrative receiver is appointed;
 - 8.1.3 somebody with a right to do so takes possession of any of the other's property or assets in the event of it being dissolved; or
 - 8.1.4 the other ceases to carry on business in the United Kingdom.
- 8.2 The University will be entitled to end this Agreement immediately on written notice if the Processor is found to have breached GDPR or the Processor's actions have led to the compromise of the University's personal data in any way.
- 8.3 When this Agreement ends the Processor will **return [or securely delete/destroy]** all of the University's personal data in their possession.

9 Transferring this arrangement

This arrangement is personal to the Processor and you are not permitted to assign or transfer any of your rights or obligations in it without the University's written consent.

10 Indemnity

The Processor agrees to indemnify and keep indemnified the University against all claims and proceedings and all liability, loss, fines, costs and expenses incurred in connection therewith by the University as a result of:

- 10.1 Any claim made or brought by an individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person; and/or

10.2 Any claim or enforcement proceedings brought against the University as a result of the processing, unlawful processing, unauthorised disclosure or accidental loss of any personal data processed by the Processor, its employees, subcontractors or agents in the Processor's performance of the agreement or as otherwise agreed between the parties.

11 Law

This agreement is governed by and will be interpreted in accordance with English law. In the event of a dispute between the parties, it is agreed that the English courts will have non-exclusive jurisdiction to hear the case.

12 Third party rights

The parties are entering into this arrangement for the benefit of the parties and the individuals whose personal data the Processor will process each of which will be entitled to enforce it. Other than that, no other person will have any enforceable rights under this arrangement and the Contracts (Rights of Third Parties) Act 1999 will not apply.

Please sign the enclosed copy of this letter to indicate your agreement to its terms and return to the University Solicitor (contact details below).

Signed for and on behalf of the Processor:

Signature:

(authorised signatory)

Print name:

Position:

Date:

University Data Protection Officer Contact:

University Solicitor:

Sarah Martin

sarah.martin@uca.ac.uk

01252 892868

Data Protection: Organisational and Technical Measures

Please describe the measures in place to protect personal data against unauthorised or unlawful processing or accidental loss or damage, by answering the following questions:

Which of the organisation's staff will be processing the personal data?

Does the organisation have an up to date policy on data protection and information security, please attach copies to this form.

Are the staff processing the data familiar with their responsibilities to protect personal data ?

How will the personal data be stored?

If the data is to be stored on a network, what security measures are in place on the network to protect against viruses, malware and hacking?

How will access to the data be limited only to those who are carrying out the processing?

Will the data be password protected?

If the data is to be stored on a mobile device, what measures are in place to prevent unlawful access or loss or damage?

How long will the data be retained by the organisation?

How will the data be erased?

What training on Data Protection and on this Agreement has been provided to staff?

How can you assure UCA that staff will keep the personal data private and confidential?