

# DATA PROCESSING AGREEMENT

Parties: \_\_\_\_\_

## 1. Definitions

For the purposes of this Agreement, the following terms shall have the following meanings: “Data Protection Legislation” means the UK Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR), and any other applicable data protection laws and regulations. “Controller”, “Processor”, “Data Subject”, “Personal Data”, and “Processing” shall have the meanings given in the Data Protection Legislation. “Sub-processor” means any third party appointed by or on behalf of the Processor to process Personal Data.

## 2. Purpose and Scope

This Agreement sets out the terms on which the Processor shall process Personal Data on behalf of the Controller in connection with the provision of [insert description of services]. The Processor shall only process Personal Data for the purposes set out in this Agreement and in accordance with the Controller’s documented instructions.

## 3. Obligations of the Controller

The Controller warrants and represents that it has all necessary rights to transfer the Personal Data to the Processor and to enable the Processor to process the Personal Data in accordance with this Agreement and the Data Protection Legislation.

## 4. Obligations of the Processor

4.1 The Processor shall: a) process Personal Data only on documented instructions from the Controller, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including as appropriate the measures referred to in Article 32 of the UK GDPR; d) assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of processing and the information available to the Processor; e) at the choice of the Controller, delete or return all the Personal Data to the Controller after the end of the provision of services relating to processing, and delete existing copies unless UK law requires storage of the Personal Data; f) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

## 5. Sub-processing

The Processor shall not engage another processor without prior specific or general written authorisation of the Controller. In the case of general written authorisation, the Processor shall inform the Controller of any intended changes concerning the addition or replacement of other processors, thereby giving the Controller the opportunity to object to such changes.

## 6. Data Subject Rights

Taking into account the nature of the processing, the Processor shall assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subject's rights under the Data Protection Legislation.

## **7. Security of Processing**

The Processor shall implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## **8. Personal Data Breach**

The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach. Such notification shall include, at a minimum, the nature of the breach, the categories and approximate number of Data Subjects and Personal Data records concerned, the likely consequences, and the measures taken or proposed to address the breach.

## **9. International Transfers**

The Processor shall not transfer Personal Data to a country or territory outside the UK unless the prior written consent of the Controller has been obtained and the Processor complies with the applicable data protection laws regarding such transfer.

## **10. Confidentiality**

The Processor shall keep all Personal Data confidential and shall not disclose it to any third party without the prior written consent of the Controller, except as required by law or as necessary to perform its obligations under this Agreement.

## **11. Audit Rights**

The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller.

## **12. Duration and Termination**

This Agreement shall commence on the date of signature by both parties and shall continue for the duration of Processing of Personal Data by the Processor on behalf of the Controller. Upon termination, the Processor shall, at the choice of the Controller, delete or return all Personal Data and copies thereof.

## **13. Liability and Indemnity**

Each party's liability arising under or in connection with this Agreement shall be governed by applicable law. The Processor shall indemnify the Controller against all liabilities, costs, expenses, damages, and losses arising from any breach of this Agreement or applicable data protection laws.

## **14. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

**15. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings relating to its subject matter.

**CONTROLLER'S SIGNATURE**

**PROCESSOR'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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