DATA PROCESSING AGREEMENT

(INSERT YOUR COMPANY)

AND

(INSERT THE PROCESSOR)

BETWEEN:

(l) INSERT YOUR COMPANY (the Data Controller, herein known as [“INSERT YOUR BUSINESS INITIALS”] and

(2) INSERT PROCESSOR COMPANY OR INDIVIDUAL NAME ("the Processor")

## 1. BACKGROUND

1.1 This Agreement is to ensure there is in place property arrangements relating to personal data passed from [INSERT YOUR BUSINESS INITIALS] to the Processor.

1.2 This Agreement is compliant with the requirements Of Article 28 Of the General Data Protection Regulation.

I .3 The parties wish to record their communications under this Agreement.

IT IS AGREED AS FOLLOWS:

## 2. DEFINITIONS AND INTERPRETATION

In this Agreement:

2.1 Data Controller:

"Data Controller" means a person who (either alone or jointly or in common with Other persons) determines the purposes for which and the manner in which any personal data is, or and to be, processed. For the purpose of this Contract, we are a Data Controller of your data.

2.2. Data Processor (or Service Providers):

"Data Processor (or Service Provider)" means any person (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller.

2.3 Data Subject:

"Data Subject" means any living individual who is the subject of Personal Data.

2.4 User

"The User" means the individual using our Service. The User corresponds to the Data Subject, who is the subject ofPersonal Data.

2.5 Data Protection Laws:

"Data Protection Laws" means the Data Protection Act 2018, together with successor legislation incorporating the General Data Protection Regulation (GDPR).

2.6 GDPR:

"GDPR" means the General Data Protection Regulation.

2.7 Personal Data:

"Personal Data" means personal data passed under this Agreement, being in particular data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into data processors instructions.

2.8 Usage Data:

"Usage Data" means data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

## 3. DATA PROCESSING

[“INSERT YOUR BUSINESS INITIALS”] is the data controller for the Data and the Processor is the data processor for the Data. The Data Processor agrees to process the Data only in accordance with Data Protection Laws and in particular on the following conditions:

3.1 The Processor shall only process the Data (i) on the written instructions from [“INSERT YOUR BUSINESS INITIALS”] (ii) only process the Data for completing the Services and (iii) only process the Data in the UK with no transfer of the Data outside of the UK (Article 28, para 36) GDPR);

3.2 Ensure that all employees and other representatives accessing the Data are (i) aware of the terms of this Agreement and (ii) have received comprehensive training on Data Protection Laws and related good practice, and (iii) are bound by a commitment of confidentiality (Article 28, para 3(b) GDPR),

3.3 [“INSERT YOUR BUSINESS INITIALS”] and the Processor have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with Article 32 of GDPR, details of those measures are set out under Part A of the Annex to this Agreement (Article 28, para 3(c) GDPR),

3.4 The Processor shall not involve any Sub-Processor in the processing Of the Data without the consent of [“INSERT YOUR BUSINESS INITIALS”]. Such consent may be withheld without reason. If consent is given a further processing agreement will be required (Article 28, para 3(d) GDPR);

3.5 Taking into account the nature of the processing, assist [“INSERT YOUR BUSINESS INITIALS”] by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of [“INSERT YOUR BUSINESS INITIALS”] obligation to respond to requests from individuals exercising their rights laid down in Chapter Ill of GDPR — rights to erasure, rectification, access, restriction, portability, Object and right not to be subject to automated decision making etc (Article 28, para 3(e) GDPR);

3.6 Assist [“INSERT YOUR BUSINESS INITIALS”] in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR — security, notification Of data breaches, communication of data breaches to individuals, data protection impact assessments and when necessary consultation with the ICO etc, taking into account the nature of processing and the information available to the Processor (Article 28, para 3(f) GDPR);

3.7 At [“INSERT YOUR BUSINESS INITIALS”] choice safely delete or return the Data at any time. [It has been agreed that the Processor will in any event securely delete the Data at the end of the Services]. Where the Processor is to delete the Data, deletion shall include destruction of all existing copies unless otherwise a legal requirement to retain the Data. Where there is a legal requirement the Processor will prior to entering into this Agreement confirm such an obligation in writing to [“INSERT YOUR BUSINESS INITIALS”]. Upon request by [“INSERT YOUR BUSINESS INITIALS”], the Processor shall provide certification of destruction of all Data (Article 28, para 3(g) GDPR);

3.8 Make immediately available to [“INSERT YOUR BUSINESS INITIALS”] all information necessary to demonstrate compliance with the obligations laid down under this Agreement and allow for and contribute to any audits, inspections or other verification exercises required by [“INSERT YOUR BUSINESS INITIALS”] from time to time (Article 28, para 3(h) GDPR);

3.9 Arrangements relating to the secure transfer of the Data from [“INSERT YOUR BUSINESS INITIALS”] to the Processor and the safe keeping of the Data by the Processor are detailed under Part A of the Annex.

3.10 Maintain the integrity of the Data, without alteration, ensuring that the Data can be separated from any other information created; and

3.11 Immediately contact [“INSERT YOUR BUSINESS INITIALS”] if there is any personal data breach or incident where the Data may have been compromised.

1. The Data Processor will co-operate with supervisory authorities (such as the ICO)
2. The Data Processor will keep records of processing activities
3. The Data Processor will appoint a data protection officer if required to do this
4. Nothing in the contract relieves the Data Processor of its own direct responsibilities under the GDPR
5. The contract will reflect any indemnity that has been agreed between [“INSERT YOUR BUSINESS INITIALS”] and the Data Processor
6. Termination

[“INSERT YOUR BUSINESS INITIALS”] may immediately terminate this Agreement on written notice to the Processor. The Processor may not terminate this Agreement without the written consent of [“INSERT YOUR BUSINESS INITIALS”].

1. General
	1. This Agreement may only be varied with the written consent of both parties.
	2. For the purposes of this Agreement the representatives of each party are detailed under Part B of the Annex.
	3. This Agreement represents the entire understanding of the parties relating to necessary legal protections arising out of their data controller/processor relationship under Data Protection Laws.
	4. This Agreement is subject to the Law of England and Wales and the exclusive jurisdiction of the English and Welsh Courts.

For and on behalf of [“INSERT YOUR BUSINESS NAME”]

SIGNED XXXXXXXXXXX

For and on behalf of [“INSERT YOUR PRECESSOR NAME”]

SIGNED XXXXXXXXXXXX

**ANNEX**

**Part A**

**Compliance with Article 32. para 1 of GDPR — Security of Processing**

1. Consideration of anonymisation, pseudonymisation and encryption. *[“INSERT YOUR BUSINESS INITIALS”] uses an encrypted email system in accordance with its email policy.*

Please explain [Data Processor to explain their processes]

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1. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and related services.

*Through [“INSERT YOUR BUSINESS INITIALS”] compliance of its new Information Management & Data Security policy*.

Please explain [Data Processor to explain their processes]

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1. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

*Through [“INSERT YOUR BUSINESS INITIALS”] 's compliance of its new Information Management & Data Security policy.*

Please explain [Data Processor to explain their processes]

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4. A process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures for ensuring the security of the processing.

*Through [“INSERT YOUR BUSINESS INITIALS”] compliance of its new Information Management & Data Security policy.*

Please explain [Data Processor to explain their processes]

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**Compliance with Article 32. para 2 of GDPR**

5. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to data transmitted, stored or otherwise processed.

*The process for the secure transfer of data from the Firm in its capacity as Data Controller to the Data Processor is contained in its Information Management & Data Security policy.*

Please explain [Data Processor to explain their processes]

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**Compliance with Article 32. para 3 of GDPR**

6. Adherence to an approved code of conduct referred to in Article 40 (GDPR) or an approved certification mechanism as referred to in Article 42 (GDPR) may be used as an element by which to demonstrate compliance with the requirements set out in para 1 ofGDPR — see above.

 *[“INSERT YOUR BUSINESS INITIALS”] will adhere and rely upon any Code of Conduct that is issued either by the Law Society or Solicitors Regulation Authority relating to compliance with Article 32 of the GDPR as when issued.*

Please describe any relevant code of practice relied upon [Data Processor to complete]

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**Compliance with Article 32. para 4 of GDPR**

7. The Processor to ensure that anyone acting on their behalf does not process any of the Data unless following instructions from [“INSERT YOUR BUSINESS INITIALS”] unless they are required to do so under the law in England and Wales.

**ANNEX**

**Part B**

 [“INSERT YOUR BUSINESS INITIALS”] Representative shall be XXXXXXXXXX or such other person as shall be notified by

The Processor Representative shall be XXXXXXXXXXXXX or such other person as shall be notified by the Processor.