



DATA PROCESSING AGREEMENT

DATE:

BETWEEN:

**STAFFORDSHIRE UNIVERSITY of College Road, Stoke-on-Trent,
Staffordshire ST4 2DE, United Kingdom ('the Data Controller')**

AND

[insert name and address of data processor] ('the Processor')

THIS AGREEMENT sets out the basis on which the Processor undertakes to process Personal Data on behalf of the Data Controller.

1. Definitions

'Data Controller' has the meaning given to it under the Data Protection Legislation

'Data Protection Legislation' means the Data Protection Act 1998, the Privacy and Electronic Communications Regulations 2003, the General Data Protection Regulation (EU 2016/679) and any other applicable laws and regulations relating to the processing of Personal Data

'Personal Data' has the meaning given to it under the Data Protection Legislation. In this Agreement the Personal Data is described in Schedule A

'Processor' has the meaning given to it under the Data Protection Legislation

'Purpose' means the nature and purpose of the processing described in Schedule A

2. Undertakings of the Processor

In accordance with the Data Protection Legislation, the Processor undertakes that it shall:

2.1 only process the Personal Data as necessary for the Purpose and in accordance with the Data Controller's reasonable written instructions from time to time;

- 2.2 keep the Personal Data confidential and take all appropriate technical and organisational measures to ensure a level of security for the Personal Data which is appropriate to the risks to individuals that may result from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data. Such measures may include, as appropriate, encryption, pseudonymisation, resilience of processing systems and the backing-up of personal data so that systems can be promptly reinstated;
- 2.3 if it receives any valid request from any person under the Data Protection Legislation relating to the Personal Data, provide a copy of that request to the Data Controller within five working days and shall provide all reasonably necessary assistance to the Data Controller to enable it to deal with the request in accordance with Data Protection Legislation;
- 2.4 provide promptly all reasonably necessary assistance to the Data Controller to enable it to deal with any communications from any supervisory authority (as defined with the Data Protection Legislation) relating to the Personal Data;
- 2.5 provide all reasonably necessary assistance to enable the Data Controller to comply with its obligations under the Data Protection Legislation including, without limitation, obligations relating to the security of Personal Data, the notification of breaches to any supervisory authority, the enforcement of rights by data subjects and the conduct of data protection impact assessments where required;
- 2.6 not transfer any Personal Data outside the European Economic Area without the prior written consent of the Data Controller
- 2.7 keep records of all processing of Personal Data for as long as is necessary for the Purpose or as required by law, and provide the Data Controller with a copy of those records on reasonable request;
- 2.8 where required by Data Protection Legislation, designate a data protection officer and a representative within the European Union and provide their contact details to the Data Controller;
- 2.9 retain the Personal Data only for as long as is necessary for the Purpose or until its return is demanded by the Data Controller or as required by law;
- 2.10 not disclose the Personal Data to third parties (except to subcontractors and employees as permitted by this Agreement) or except as instructed by the Data Controller in writing from time to time;
- 2.11 ensure that access to the Personal Data is limited to those persons who need to access the Personal Data for the Purpose;
- 2.12 ensure that persons that may have access to the Personal Data are informed of the confidential nature of the Personal Data and have committed themselves to keeping it confidential by signing binding confidential undertakings in relation to the Personal Data, have undertaken training in the Data Protection Legislation, and are aware of the Processor's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement;
- 2.13 take reasonable steps to ensure the reliability of any employees and other workers or agents who have access to the Personal Data;

- 2.14 not to disclose the Personal Data to any sub-contractors without the prior written consent of the Data Controller and subject to the terms of a written agreement containing measures and obligations which are broadly similar to those contained in this Agreement for the protection of the Personal Data. The Processor remains liable to the Data Controller for the compliance with the Data Protection Legislation and the fulfilment of obligations by any sub-contractor;
- 2.15 allow the Data Controller, on giving at least five working days' notice, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data which contain or which are used to process Personal Data by the Processor;
- 2.16 promptly remedy, at its own cost, any non-compliance with this Agreement or risks or threats reasonably identified by the Data Controller;
- 2.17 notify the Data Controller within 24 hours of becoming aware of any actual or suspected Personal Data breach, and provide all necessary cooperation and assistance to enable the Data Controller to investigate the breach, comply with all reporting and notification obligations under the Data Protection Legislation, and take all necessary and appropriate corrective action to remedy the breach, prevent a recurrence of such a breach, and avoid and/or prevent any further loss or damage arising from the breach;
- 2.18 notify the Data Controller forthwith if it is asked to do or to refrain from doing anything which would constitute an infringement of its obligations under Data Protection Legislation or under this Agreement; and
- 2.19 comply with all of its obligations as a Processor under the Data Protection Legislation and indemnify the Data Controller in respect of any loss or damage suffered by the Data Controller as a result of the failure of the Processor to comply with its obligations under the Data Protection Legislation and this Agreement.

3. Obligations of the Data Controller

The Data Controller:

- 3.1 shall ensure that it is entitled to transfer the Personal Data to the Processor for the Purpose;
- 3.2 is responsible for the management of any data subject requests in respect of the Personal Data; and
- 3.3 shall comply with its obligations as a Data Controller under the Data Protection Legislation and under the terms of this Agreement

4. Termination

- 4.1 The Data Controller may terminate this Agreement at any time by giving written notice to the Processor; and
- 4.2 The Processor may terminate this Agreement by giving not less than 60 days' written notice to the Data Controller

5. Consequences of Termination

- 5.1 All fees due to the Processor up to the date of termination will be payable by the Data Controller
- 5.2 The Processor shall unless otherwise required by law:
 - 5.2.1 cease to process the Personal Data; and
 - 5.2.2 delete or return all Personal Data to the Data Controller as requested by the Data Controller

6. Law and Jurisdiction

This Agreement is subject to English law and the jurisdiction of the English courts

SCHEDULE
The Purpose and Management of the Data Processing

- **Who are the data subjects?**

- **What data is being shared?**

- **Why is the data being shared?**

- **What is the legal basis for the sharing of the data?**

E.g. Consent / Necessary for the fulfilment of a contract / Compliance with a legal obligation/ Other (please state)

- **How will the data be shared? (Specify how and when it will be transferred and security measures)**

- **How will the data be stored? (Specify any technical and organisational measures in place)**

- **Who will be responsible for the data? (Name, job title, contact details)**

- **Who will have access to the data? (Job titles)**

- **Is the data to be shared with any other organisations? (A new protocol will be needed)**

- **For how long will the data be kept?**

- **Describe the procedure for dealing with Subject Access Requests**

- **How will the data be returned or destroyed?**

SIGNED for and on behalf of
STAFFORDSHIRE UNIVERSITY

Name:
Position:
Signature:
Date:

SIGNED for and on behalf of
[INSERT]

Name:
Position:
Signature:
Date:

SIGNED for and on behalf of
STAFFORDSHIRE UNIVERSITY

Name:
Position:
Signature:
Date:

SIGNED for and on behalf of
The Processor

Name:
Position:
Signature:
Date: