**(1) <<              er>>**

**(2) <<              or>>**

**DATA               MENT**

**THIS AGREEMENT** is made the

**BETWEEN:**

(1)     <<Name of Data Controlle[r]            [register]ed in <<Country of Registration>> under number <<Company            whose registered office is at**] OR [**of**]** <<insert Address>> ("D

(2)     <<Name of Data Processo[r]            [register]ed in <<Country of Registration>> under number <<Company            whose registered office is at**] OR [**of**]** <<insert Address>> ("D

**WHEREAS:**

(1)     **[**Under a written agreeme[nt                 C]ontroller and the Data Processor dated <<insert date>> ("th[e                 th]e Data Processor provides to the Data Controller**] OR [**The                 time to time engages the Data Processor to provide to the                 [ser]vices described in Schedule 1.

(2)     The provision of the Serv[ices                 Proce]ssor involves it in processing the Personal Data described in                 the Data Controller.

(3)     Article 28(3) of the retained                 [G]eneral Data Protection Regulation ((EU) 2016/679) (the "UK [GDPR]                 agre]ement in writing between the Data Controller and any organ[isation                 process]es Personal Data on its behalf, governing the processing o

(4)     The Parties have agreed t[o                 agreem]ent to ensure compliance with the said provisions of the UK G[DPR                 pr]ocessing of the Personal Data by the Data Processor for the

(5)     The terms of this Agreeme[nt                 pr]ocessing of Personal Data carried out for the Data Controller [by                 an]d to all Personal Data held by the Data Processor in relation

**IT IS AGREED** as follows:

1.     **Definitions and Interpreta[tion]**

        1.1     In this Agreement[,                 o]therwise requires, the following expressions have th

        **"Data Controller"**                 [mean]ing given to the term "controller" in                 [Data] Protection Act 2018;

        **"Data Processor"**                 [meani]ng given to the term "processor"                 [UK] GDPR;

| | |
|---|---|
| **"Data Protection Legislation"** | mea... ...on in force from time to time ... ...pplicable to data prote... ...ng, but not limited to, the UK ... ...on Act 2018 (and regu... ...), and the Privacy and Elec... ...Regulations 2003 as ame... |
| **"Data Subject"** | shall ... ...to the term "data subject" in Ar... |
| **"EEA"** | mea... ...nic Area, consisting of all EU M... ...nd, Liechtenstein, and Norw... |
| **"Information Commissioner"** | mea... ...missioner, as defined in Artic... ...R and section 114 of the Data... |
| **"Personal Data Breach"** | shall ... ...to the term "personal data ... ...e UK GDPR; |
| **"Personal Data"** | mea... ...a", as defined in Article 4 of th... ...o be, processed by the Data... ...he Data Controller, as desc... |
| **"processing", "process", "processes", "processed"** | shall ... ...to the term "processing" in Ar... |
| **["Records"** | mea... ...y the Data Processor of all p... ...d out on behalf of the Data... ...sub-Clause 13.2;]** |
| **"Services"** | mea... ...**OR [**facilities**]** described in Sc... ...ided by the Data Proc... ...ller and which the Data Con... ...e**[s]** described in Sche... |
| **"Standard Contractual Clauses"** | mea... ...l Data Transfer Agre... ...personal data from the UK a... ...onal Data Transfer Adde... ...ssion Standard Con... ...he European Com... ...ractual Clauses for the trans... ...ird countries pursuant to Reg... ...set out in the Annex to Com... ...ecision (EU) 2021/914, a com... ...cluded in Schedule 5; and ... |
| **"Term"** | mea... ...ment, as set out in Clau... |

1.2    Unless the context otherwise ... ...e in this Agreement to:

a) ...gnate expression, includes a reference to any
...ed by electronic or facsimile transmission or

b) ...on of a statute is a reference to that statute or
...or re-enacted at the relevant time;

c) ...reference to this Agreement and each of the
...d or supplemented at the relevant time;

d) ...ule to this Agreement;

e) ...h is a reference to a Clause of this Agreement
...ules) or a paragraph of the relevant Schedule;

f) ...s" refer to the parties to this Agreement.

1.3 The h... ...reement are for convenience only and shall have
no ef... ...on of this Agreement.

1.4 Word... ...number shall include the plural and vice versa.

1.5 Refe... ...all include any other gender.

1.6 Refe... ...nclude corporations.

2. **Scope and A... ...eement**

2.1 The p... ...ent shall apply to the processing of the Personal
Data... ..., carried out for the Data Controller by the Data
Proce... ...al Data held by the Data Processor in relation to
all su... ...such Personal Data is held at the date of this
Agre... ...ards.

2.2 **[**The ... ...ment shall be deemed to be incorporated into the
Servi... ...ressly set out in it. Subject to sub-Clause 2.3,
defin... ...set out in the Service Agreement shall apply to
the i... ...ement.**]**

2.3 In the ... ...ambiguity between any of the provisions of this
Agre... ...Agreement**] OR [**any other agreement between
the P... ...this Agreement shall prevail.

2.4 In the ... ...ambiguity between any of the provisions of this
Agre... ...Standard Contractual Clauses, the provisions of
the e... ...actual Clauses will prevail.

3. **Provision o... ...essing Personal Data**

3.1 Sche... ...e(s) of Personal Data, the category or categories
of Da... ...the processing to be carried out, the purpose(s)
of the... ...ation of the processing.

3.2 Subje... ...the Data Processor is only to carry out the
Servi... ...ss the Personal Data received from the Data
Cont...

a) ...se Services and not for any other purpose;

b) ...ch a manner as is necessary for those purposes;

c) ... e with the express written authorisation and ... a Controller (which may be specific instructions ... eral nature or as otherwise notified by the Data ... Processor).

3.3 The ... ain control of the Personal Data at all times and shall ... ts compliance with the relevant Data Protection Legis... limited to, its collection, holding, and processing of the ... in place all necessary and appropriate consents and ... wful transfer of the Personal Data to the Data Proce... to the written instructions given to the Data Proce...

4. **The Data Pr...**

4.1 As s... 3, the Data Processor shall only process the Pers... and in such a manner as is necessary for the purpo... not for any other purpose. All instructions given by th... Data Processor shall be made in writing and shall at all ... with the Data Protection Legislation. The Data Proce... uch written instructions from the Data Controller unles... required by domestic law to do otherwise (as per Articl... (in which case, the Data Processor shall inform the D... al requirement in question before processing the Pers... e unless prohibited from doing so by law).

4.2 The ... process the Personal Data in any manner which does ... rovisions of this Agreement or with the Data Prote... ata Processor must inform the Data Controller **[**imm... if, in its opinion, any instructions given by the Data ... with the Data Protection Legislation.

4.3 The ... mptly comply with any written request from the Data ... Data Processor to amend, transfer, delete (or other... herwise process the Personal Data.

4.4 The ... mptly comply with any written request from the Data ... Data Processor to stop, mitigate, or remedy any unau... ving the Personal Data.

4.5 The ... vide all reasonable assistance **[**(at its own cost)**] OR [** ... cost)**]** to the Data Controller in complying with its oblig... otection Legislation including, but not limited to, the ... jects' rights, the security of processing, the notifi... Breaches, the conduct of data protection impact asses... s with the Information Commissioner (including, but n... ns with the Information Commissioner where a data ... sment indicates that there is a high risk which cann...

4.6 For t... use 4.5, "all reasonable assistance" shall take acco... rocessing carried out by the Data Processor and the i... e Data Processor.

4.7 In th... ocessor becomes aware of any changes to the Data ... that may, in its reasonable interpretation, adve... nce of the Services and the processing of the Pers... e Service Agreement or**]** under this Agreement,

the D... ...m the Data Controller promptly.

5. **Confidentia...**

5.1 The ... ...aintain the Personal Data in confidence, and in partic... ...ontroller has given written consent for the Data Proc... ...Processor shall not disclose the Personal Data to any t... ...cessor shall not process or make any use of any Pers... ...it by the Data Controller otherwise than as nece... ...ses of the provision of the Services to the Data Cont...

5.2 Nothi... ...hall prevent the Data Processor from complying with ... ...sclose or process Personal Data where such disclo... ...required by domestic law, court, or regulator (inclu... ...the Information Commissioner). In such cases, the ... ...otify the Data Controller of the disclosure or proce... ...or to disclosure or processing (unless such notifi... ...mestic law) in order that the Data Controller may chall... ...wishes to do so.

5.3 The ... ...ure that all employees who are to access and/or proce... ...Data are informed of its confidential nature and are c... ...ep the Personal Data confidential.

6. **Employees ... ...fficer[s]]**

6.1 **[The ... ...pointed a data protection officer in accordance with A... ...PR, whose details are as follows: <<insert name of da... ...<insert contact details>>.]**

6.2 **[The ... ...pointed a data protection officer in accordance with A... ...PR, whose details are as follows: <<insert name of da... ...<insert contact details>>.]**

   **OR**

6.2 **[The ... ...point a data protection officer in accordance with Articl... ...nd shall supply the details of the data protection office... ...prior to the commencement of the processing of the P...**

6.3 The ... ...ure that all employees who are to access and/or proce... ...l Data are given suitable training on the Data Prote... ...Data Processor's obligations under it, their obliga... ...pplication to their work, with particular regard to the p... ...l Data under this Agreement.

7. **Security of ...**

7.1 The ... ...lement appropriate technical and organisational meas... ...approved by the Data Controller and] OR [,]** as desc... ...take all steps necessary to protect the Personal Data ... ...r unlawful processing or accidental or unlawful loss, ... ...e. The Data Processor shall inform the Data Cont... ...hanges to such measures.

7.2 The [measures implemented] by the Data Processor shall be appropriate to the nature [of the Personal Data], to the harm that may result from such unau[thorised or unlawful] processing or accidental or unlawful loss, destr[uction or damage, in p]articular to the rights and freedoms of Data Subje[cts, and having re]gard for the state of technological development and t[he cost of implementati]on.

7.3 The [measures implemente]d by the Data Processor may include, as appro[priate: the pseudonymisatio]n and encryption of the Personal Data; the ability to en[sure the ongoing confi]dentiality, integrity, availability, and resilience of proce[ssing systems and serv]ices; the ability to restore the availability of and acces[s to Personal Data] in a timely manner in the event of a physical or techn[ical incident; and a p]rocess for regularly testing, assessing, and evalu[ating the effectiveness o]f the technical and organisational measures.

7.4 The [Data Processor shall al]so requested by the Data Controller (and within the t[ime period set by th]e Data Controller) supply further details of the techn[ical and organisational s]ystems in place to safeguard the security of the Pers[onal Data and to pr]event unauthorised access.

7.5 **[**The [Data Processor shall] document all technical and organisational meas[ures in place and] review them on a <<insert frequency>> basis to ensu[re they are suitab]le and up to date.**]**

8. **Data Subjec[t Access Reques]ts**

8.1 The [Data Processor shall] take appropriate technical and organisational meas[ures and provide rea]sonable assistance **[**(at its own cost)**] OR [**(at the Data [Controller's cost) to the] Data Controller in complying with its obligations unde[r the Data Protection Leg]islation with particular regard to the following:

a) [the rights of Data S]ubjects under the Data Protection Legislation [including, but not limi]ted to, the right of access (data subject access [requests), the right of r]ectification, the right to erasure, portability rights, [the right to object] to processing, rights relating to automated [decision-making, and the right] to restrict processing; and

b) [information noti]ces served on the Data Controller by the [Information Commissi]oner pursuant to the Data Protection Legislation.

8.2 In the [event that the Data Pr]ocessor receives any notice, complaint, or other comm[unication relating to th]e Personal Data processing or to either Party's comp[liance with the Data ]Protection Legislation, it shall notify the Data Cont[roller in writi]ng.

8.3 In the [event that the Data Pr]ocessor receives any request from a Data Subject to ex[ercise any of its rights] under the Data Protection Legislation including, but n[ot limited to, a data s]ubject access request, it shall notify the Data Cont[roller in writing and ]without undue delay**]**.

8.4 The [Data Processor shall co]operate fully **[**(at its own cost)**] OR [**(at the Data Cont[roller's cost) with the] Data Controller and provide all reasonable assis[tance in respect of] any complaint, notice, other communication, or Data [Subject request includin]g by:

a) [providing the Data C]ontroller with full details of the complaint or [request;]

b) [providing any necessa]ry information and assistance in order to comply [with the complaint or r]equest;

c) ...troller with any Personal Data it holds in relation ... (within the timescales required by the Data ...

d) ...ntroller with any other information requested by ...

8.5 The ... only on the Data Controller's instructions and shall ...al Data to any Data Subject or to any other party excep... ...ng by the Data Controller, or as required by dome...

## 9. Personal Da...

9.1 The ... **[**immediately**] OR [**within <<insert time limit (hour... ...e delay) notify the Data Controller in writing if it beco... ...f Personal Data Breach including, but not limited to th... ...ful destruction, loss, alteration, unauthorised disclo... ...e Personal Data.

9.2 Wher... ...comes aware of a Personal Data Breach, it shall provi... ...ation to the Data Controller in writing without undu...

a) ...Personal Data Breach including the category or ...al Data involved, the number (approximate or ...rsonal Data records involved, and the number ... if known) of Data Subjects involved;

b) ...s of the Personal Data Breach; and

c) ...measures it has taken to address the Personal ...g, where appropriate, measures to mitigate its ...ts.

9.3 In the... ...ata Breach as described above, the Parties shall coop... ...o investigate it. The Data Processor shall provide all re... ...e Data Controller including, but not limited to:

a) ...ntroller with its investigation of the Personal Data ...

b) ...ting the Data Controller with access to any ...rations, and personnel (including, if applicable, ...ved in the Personal Data Breach);

c) ...records, logs, files, reports, and similar as ...y the Data Controller or as otherwise required by ...gislation; and

d) ...easonable steps to mitigate the effects of the ...and to minimise any damage caused by it.

9.4 The ... ...se all reasonable endeavours to restore any Pers... ...d, damaged, corrupted, or otherwise rendered unus... ...ta Breach as soon as possible after becoming awar... ...reach.

9.5 The ... ...t inform any third party of any Personal Data Brea... ...without the express written consent of the Data Cont... ...to do so by domestic law.

9.6 The [Data Controller shall ha]ve the sole right to determine whether or not to notify [the data subjects and/or] the Information Commissioner, law enforcement agen[cies and/or any other] regulators of the Personal Data Breach as requi[red by the app]licable regulations, or at the Data Controller's discre[tion, the content] of such notification.

9.7 The [Data Controller shall ha]ve the sole right to determine whether or not to offer [a remedy to data s]ubjects affected by the Personal Data Breach, inclu[ding the conten]t of such remedy.

9.8 Subje[ct to the provisions of] Clause 16, the Data Processor shall bear all reas[onable co]s[t]s [and expen]ses incurred by it and shall reimburse the Data Cont[roller with all the] costs and expenses incurred by the Data Cont[roller relating to th]e Personal Data Breach, including the exercise of any f[unction and/or] of any obligations by the Data Controller under any [applicable regulation]s, unless the Personal Data Breach resulted from the D[ata Controller']s written instructions, negligence, breach of this Agre[ement and/or o]mission of the Data controller, in which case the Data [Controller shall b]ear and shall reimburse the Data Processor with such [costs and expenses inc]urred by it.

10. **Cross-Bord[er Transfers of Person]al Data**

10.1 The [Data Processor (and/or any] subcontractor appointed by it)**]** shall not proce[ss or transfer any Pers]onal Data outside of the EEA without the prior writte[n consent of the Data C]ontroller.

10.2 In the[e event the Data Co]ntroller consents to such a transfer or processing, the D[ata Processor shall on]ly process (or permit the processing) of the Pers[onal Data outside the] EEA if one or more of the following conditions are s[atisfied:]

a) [the Data Processor is p]rocessing the Personal Data in a territory that is [the subject of r]egulations under the Data Protection Legislation [that provi]des adequate protection for the privacy rights of [individuals. [The territo]ry**] OR [**territories**]** subject to such a finding shall [be set out in Schedu]le 4;

b) [the Data Processor] participates in a valid cross-border transfer [mechanism under th]e Data Protection Legislation under which the [Data Processor (and] the Data Controller, where appropriate) can [ensure that appropriat]e safeguards are in place to ensure an adequate [level of protectio]n with respect to the privacy rights of individuals [as required by Article] 46 of the UK GDPR. The transfer mechanism [that applie]s is identified in Schedule 4. The Data Processor [shall inform] the Data Controller of any changes thereto; or

c) [the transfer of the P]ersonal Data otherwise complies with the Data [Protection Legislation] for the reasons set out in Schedule 4.

10.3 In the[e event that the transfe]r of Personal Data between the Data Controller and [the Data Processor re]quires the execution of Standard Contractual Claus[es to comply wi]th the Data Protection Legislation (that is, where the D[ata Controller is expor]ting the Personal Data to the Data Processor, which [is located outside th]e EEA), the Parties shall complete all relevant detai[ls in, and sign, the Stan]dard Contractual Clauses set out in Schedule 5, exec[ute them, and take a]ny and all other actions required to legitimise the trans[fer.]

10.4 **[**In t[...] [...]a Controller consents to the Data Processor appo[...] [...] accordance with the provisions of Clause 11, and [...] [...]cated outside of the EEA, the Data Controller hereb[...] [...]Processor to enter into Standard Contractual Claus[...] [...]edule 5, with the subcontractor in the Data Cont[...] [...]e Data Controller's behalf. The Data Processor shall [...] [...]ndard Contractual Clauses available to the Data Cont[...]

11. **Appointmen[...]**

11.1 The [...] [...]subcontract any of its obligations or rights under this A[...] [...]ior written consent of the Data Controller **[**(such cons[...] [...]ly withheld)**]**.

11.2 In the[...] [...]ocessor appoints a subcontractor to process any of the[...] [...]e specific written consent of the Data Controller on a [...] [...]the Data Processor shall:

a) [...] [...]greement with each subcontractor, which shall [...] [...]ontractor the same obligations, on substantially [...] [...]are imposed upon the Data Processor by this [...] [...]ly with regard to technical and organisational [...] [...]equired to comply with the Data Protection [...] [...]ll permit both the Data Processor and the Data [...] [...]those obligations, and which shall terminate [...] [...]rmination of this Agreement for any reason;

b) [...] [...]of the Data Controller, provide copies of such [...] [...]licable, the relevant parts thereof;

c) [...] [...]tractors comply fully with their obligations under [...] [...]agreement and under the Data Protection

d) [...] [...]ll Personal Data transferred to subcontractors.

11.3 In the[...] [...]ctor fails to meet its data protection obligations, the D[...] [...]main fully liable to the Data Controller for the subc[...] [...]ith its data protection obligations.

11.4 The [...] [...]deemed to legally control any and all Personal Data[...] [...]controlled practically by, or be in the possession of, an[...] [...]ed by it under this Clause 11.

12. **Return and/[...] [...] of Personal Data**

12.1 The [...] [...]the written request of the Data Controller (and at the D[...] [...], securely delete (or otherwise dispose of) the Pers[...] [...]the Data Controller in the format(s) reasonably reque[...] [...]oller within a reasonable time after the earlier of the f[...]

a) [...] [...]n of the Services; or**]**

a) [...] [...]Service Agreement, for any reason; or**]**

b) ... t Personal Data by the Data Processor is no ... performance of the Data Processor's obligations ... **]** **AND/OR [**the Service Agreement**]**.

12.2 Subje... **[**and 12.4**]**, the Data Processor shall not retain all or ... Data after deleting (or otherwise disposing of) or retur... 12.1.

12.3 If the ... uired to retain copies of all or any part of the Perso... ation, government, or other regulatory body, it shall ... ller of such requirement(s) in writing, including preci... l Data that it is required to retain, the legal basis for th... e duration of the retention, and when the retained Perso... d (or otherwise disposed of) once it is no longer requi...

12.4 **[**The ... etain one copy of the Personal Data for up to <<ins... purpose(s)>> only.**]**

12.5 Upon ... l) of the Personal Data, the Data Processor shall certif... same in writing to the Data Controller within <<ins... ion (or disposal).

12.6 **[**All ... ed or disposed of under this Agreement shall be delet... the following method(s): <<insert description of meth...

13. **Information**

13.1 The ... ake available to the Data Controller any and all such ... ably required and necessary to demonstrate the Data ... e with the Data Protection Legislation and this Agre...

13.2 **[**The ... intain complete, accurate, and up-to-date written Reco... ctivities carried out by the Data Processor on beha... which shall include:

a) ... t details of the Data Processor and the Data ... applicable, each Party's representative and data ...

b) ... essing carried out by the Data Processor;

c) ... nsfers of personal data to a third country and ... afeguards; and

d) ... of the technical and organisational security ... referred to in Clause 7.**]**

14. **Audits**

14.1 The ... on **[**at least <<insert period>> days'**] OR [**reas... ow the Data Controller or a third-party auditor appo... oller to audit the Data Processor's compliance with ... his Agreement and with the Data Protection Legis...

14.2 The ... vide all necessary assistance **[**(at its own cost)**] OR [** ... cost)**]** in the conduct of such audits including, but

not li[...]

a) [...]sical and remote) to, and copies of, all **[**Records [...] information kept by the Data Processor;

b) [...]ployees who are to access and/or process any of [...]luding, where reasonably necessary, arranging [...] Data Controller and such employees; and

c) [...]ection of all **[**Records,**]** infrastructure, equipment, [...]stems used to store and/or process the Personal

14.3 The [...] Controller to give notice under sub-Clause 14.1 shall [...]Controller has reason to believe that the Data Proce[...] of its obligations under this Agreement or under the D[...]n, or if it has reason to believe that a Personal Data [...]or is taking place.

14.4 The [...] inform the Data Controller **[**immediately**] OR [**prom[...]y instructions given by the Data Controller or any third-[...] by the Data Controller do not comply with the Data [...]

15. **Warranties [...]**

15.1 The [...] warrants and represents that the Personal Data and i[...] Services**] OR [**the Service Agreement**]** and this Agre[...] the Data Protection Legislation in all respects inclu[...] collection, holding, and processing.

15.2 The [...] arrants and represents that:

a) [...]ll be processed by the Data Processor (and by [...]pointed under Clause 11) in compliance with the [...]slation and any and all other relevant laws, [...]nts, orders, standards, and other similar

b) [...]lieve that the Data Protection Legislation in any [...]complying with its obligations **[**pertaining to the [...]s**] OR [**under the Service Agreement**]**; and

c) [...]priate technical and organisational measures to [...]ata against unauthorised or unlawful processing [...]ful loss, destruction, or damage, as set out in [...]d in Schedule 3.

16. **Liability an[...]**

16.1 The [...]e liable for, and shall indemnify (and keep inde[...]cessor in respect of, any and all actions, proce[...] claims, losses, expenses (including reasonable legal [...] solicitor and client basis), or demands, suffered or in[...]nst, or agreed to be paid by, the Data Processor **[**and [...]inted by the Data Processor under Clause 11**]** arisi[...]n with:

a) ... by the Data Controller with the Data Protection ...

b) ... ocessing carried out by the Data Processor **[**or ... ointed by the Data Processor under Clause 11**]** ... structions given by the Data Controller to the ... ons infringe the Data Protection Legislation; or

c) ... a Controller of its obligations or warranties under ...

but ... he same is or are contributed to by any non-comp... cessor **[**or any subcontractor appointed by the Data ... e 11**]** with the Data Protection Legislation or its breac...

16.2 The ... be liable for, and shall indemnify (and keep inder... ntroller in respect of, any and all actions, proce... claims, losses, expenses (including reasonable legal ... solicitor and client basis), or demands, suffered or inc... nst, or agreed to be paid by, the Data Controller arisin... n with:

a) ... by the Data Processor **[**or any subcontractor ... ta Processor under Clause 11**]** with the Data ...

b) ... ocessing carried out by the Data Processor **[**or ... ointed by the Data Processor under Clause 11**]** ... ordance with instructions given by the Data ... t that the instructions are in compliance with the ... ation; or

c) ... a Processor of its obligations or warranties under ...

but ... he same is or are contributed to by any non-comp... troller with the Data Protection Legislation or its breac...

16.3 The ... ot be entitled to claim back from the Data Proce... 16.2 or on any other basis any sums paid in comp... ntroller in respect of any damage to the extent that ... ble to indemnify the Data Processor under sub-Claus...

16.4 Nothi... and in particular, this Clause 16) shall relieve eithe... affect, the liability of either Party to any Data Subje... ach of that Party's direct obligations under the Data ... . Furthermore, the Data Processor hereby ackn... main subject to the authority of the Information Com... operate fully therewith, as required, and that failur... ligations as a data processor under the Data Prote... render it subject to the fines, penalties, and comp... t out in the Data Protection Legislation.

16.5 Subje... thing in this Clause 16 shall be deemed to be limite... d by any other provision(s) of this Agreement.

16.6 **[**Any ... n the Service Agreement shall not apply to any inder... rovisions set out in this Agreement.**]**

17. **Term and T**[...]

17.1 This [...] to force on <<insert commencement date>> and
shall [...] onger of:

a) [...] rvices, as set out in Schedule 1; or**]**

a) [...] ervice Agreement remains in effect; or**]**

b) [...] ta Processor has any of the Personal Data in its [...]

17.2 Any [...] ent which, expressly or by implication, is to come
into [...] on or after **[**its termination or expiry**] OR [**the
termi[...] ervice Agreement**]** shall remain in full force and
effec[...]

17.3 In the [...] he Data Protection Legislation necessitate the re-
nego[...] Agreement, either Party may require such re-
nego[...]

18. **Notices**

18.1 All n[...] tion with this Agreement shall be in writing.

18.2 All n[...] ta Controller under or in connection with this
Agre[...] ssed to: <<insert name, position (e.g. data
prote[...] details>>.

18.3 All n[...] ta Processor under or in connection with this
Agre[...] ssed to: <<insert name, position (e.g. data
prote[...] details>>.

18.4 Notic[...] ave been duly given:

a) [...] vered by courier or other messenger (including
[...] normal business hours of the recipient; or

b) [...] tted **[**by facsimile or**]** e-mail **[**and a successful
[...] return receipt is generated**]**; or

c) [...] day following mailing, if mailed by national
[...] prepaid.

In ea[...] addressed as indicated above.

19. **Law and Ju**[...]

19.1 This [...] y non-contractual matters and obligations arising
there[...] ewith) shall be governed by, and construed in
acco[...] England and Wales.

19.2 Any [...] ceedings or claim between the Parties relating to
this [...] y non-contractual matters and obligations arising
there[...] with) shall fall within the jurisdiction of the courts
of En[...]

SIGNED for and on behalf of the Data Controller by:

<<Name and Title of person signing for Data Controller>>

_____

Authorised Signature

Date: _____

SIGNED for and on behalf of the Data Processor by:

<<Name and Title of person signing for Data Processor>>

_____

Authorised Signature

Date: _____

**SCHEDULE 1**

**Services**

<<Insert a detailed description of the services provided by the Data Processor (under the Service Agreement,

**Personal Data**

| Type of Personal Data | Data Subject | Nature of Processing Carried Out | Purpose(s) of Processing | Duration of Processing |
|---|---|---|---|---|
| | | | | |
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**SCHEDULE 3**

**Technical and Organisational Data Protection Measures**

The following are the technical and organisational data protection measures referred to in Clause [ ]

1.     The Data Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of the Controller, it maintains security measures to a standard appropriate to:

   1.1     the harm that might result from unlawful or unauthorised processing or accidental loss, damage or destruction of the Personal Data; and

   1.2     the nature of the Personal Data.

2.     In particular, the Data Processor shall:

   2.1     have in place, and comply with, a security policy which:

      a)     defines security needs based on a risk assessment;

      b)     allocates responsibility for implementing the policy to a specific individual (such as the Data Processor's data protection officer)**]** or

      c)     is provided to the Data Controller on or before the commencement of this Agreement;

      d)     is disseminated to all relevant staff; and

      e)     provides a mechanism for feedback and review.

   2.2     ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice;

   2.3     ensure that the hardware and software used in the processing of the Personal Data is kept up to date including but not limited to, the installation of all applicable software updates and patches;

   2.4     prevent unauthorised access to the Personal Data;

   2.5     protect the Personal Data using <<insert type of encryption>> encryption;

   2.6     protect the Personal Data using pseudonymisation, where it is practical to do so;

   2.7     ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access to such Personal Data is strictly monitored and controlled;

   2.8     have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using <<insert type of encryption>> encryption);

   2.9     password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure (<<describe requirements, e.g. upper and lowercase letters, special characters etc.>>), and that passwords are not shared under any circumstances;

2.10 **[**not ... Personal Data on any mobile devices such as laptop ... devices are kept on its premises at all times;**]**

2.11 take ... ure the reliability of personnel who have access to the ...

2.12 ensu... who are to access and/or process any of the Perso... able training on the Data Protection Legislation, the D... ions under it, their obligations under it, and its applic... ith particular regard to the processing of the Perso... eement;

2.13 have ... etecting and dealing with breaches of security (inclu... struction of Personal Data) including:

2.13. ... which individuals have worked with specific

2.13. ... edure in place for investigating and remedying ... Protection Legislation; and

2.13. ... ontroller as soon as any such security breach

2.14 have ... r backing up all electronic Personal Data and storin... om originals;

2.15 have ... sposal of unwanted Personal Data including for back-... d redundant equipment; **[**and**]**

2.16 **[**<<in... etails as required>>; and**]**

2.17 adop... operational, and technological processes and proce... to comply with the requirements of ISO/IEC 2700... the Services provided to the Data Controller.

**Legal Basis for Pr... ...a Outside the EEA**

The Data Processor... ...sing the Personal Data outside of the EEA in order to comply with... ...strictions is as follows:

**[**The Data Processo... ...with a current determination of adequacy: <<insert country>>.**]**

**OR**

**[**Binding Corporate ...

**OR**

**[**Standard Contractu... ...Data Controller as the "data exporter" and the Data Processor as t...

**OR**

**[**Standard Contractu... ...Data Processor as the "data exporter" on behalf of the Data Controll... ...or's affiliate or subcontractor as the "data importer".**]**

**OR**

**[**<<insert alternative... ...etail>>.**]**

**Standard Contract**

<<Attach a copy of t        nd executed Standard Contractual Clauses>>