

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Data Controlle under number <<Company [of] <<insert Address>> ("I
- (2) <<Name of Data Processo under number <<Company [of] <<insert Address>> ("I

WHEREAS:

- (1) [Under a written agreeme dated <<insert date>> ("the Data Controller] OR [The Processor to provide to the
- (2) The provision of the Serv Personal Data described in
- (3) Article 28(3) of the retained ((EU) 2016/679) (the "UK (Controller and any organ governing the processing of
- (4) The Parties have agreed t said provisions of the UK (the Data Processor for the
- (5) The terms of this Agreeme out for the Data Controller Data Processor in relation to

IT IS AGREED as follows:

- 1. Definitions and Interpreta
 - 1.1 In this Agreement expressions have th

"Data Controller"

"Data Processor"



ed in <<Country of Registration>> whose registered office is at] OR

ed in <<Country of Registration>> whose registered office is at] **OR**



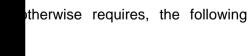
ontroller and the Data Processor ne Data Processor provides to the time to time engages the Data vices described in Schedule 1.

ssor involves it in processing the the Data Controller.

eneral Data Protection Regulation ement in writing between the Data s Personal Data on its behalf,

ent to ensure compliance with the rocessing of the Personal Data by

ocessing of Personal Data carried nd to all Personal Data held by the



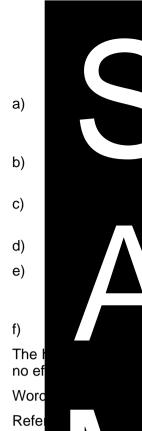
ng given to the term "controller" in Protection Act 2018;

ng given to the term "processor" GDPR;



"Data Protection mea Legislation" time prote UK (regu Elec ame "Data Subject" shall in Ar "EEA" mea EU N Norv "Information mea Commissioner" Artic Data "Personal Data Breach" shall data "Personal Data" mea of th Data desc "processing", "process", shall "processes". in Ar "processed" ["Records" mea all p Data "Services" mea in So Prod Conf Sche "Standard Contractual mea Clauses" Agre UK a Adde Cont Com trans Regi Com com and "Term" mea Clau 1.2 Unless the context otherwise

on in force from time to oplicable to data ng, but not limited to, the n Act 2018 (and , and the Privacy and egulations 2003 as to the term "data subject" hic Area, consisting of all nd, Liechtenstein, and issioner, as defined in and section 114 of the to the term "personal e UK GDPR; a", as defined in Article 4 o be, processed by the he Data Controller, as to the term "processing" the Data Processor of d out on behalf of the sub-Clause 13.2;] OR [facilities] described ided by the Data ller and which the Data se[s] described in I Data Transfer personal data from the onal Data Transfer sion Standard he European ractual Clauses for the ird countries pursuant to set out in the Annex to ecision (EU) 2021/914, a cluded in Schedule 5: ment, as set out in e in this Agreement to:



2. Scope and

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2.1 The pata Proce all su Agree

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- 2.2 [The Servi defin the in
- 2.3 In the Agree the P
- 2.4 In the Agree the e

3. Provision o

- 3.1 Sche of Da of the
- 3.2 Subje Servi Conti
 - a)
 - b)

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

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

reference to this Agreement and each of the dorsupplemented at the relevant time:

ule to this Agreement;

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

s" refer to the parties to this Agreement.

reement are for convenience only and shall have on of this Agreement.

humber shall include the plural and vice versa.

II include any other gender.

clude corporations.

ement

ent shall apply to the processing of the Personal, carried out for the Data Controller by the Data I Data held by the Data Processor in relation to such Personal Data is held at the date of this ards.

nent shall be deemed to be incorporated into the ressly set out in it. Subject to sub-Clause 2.3, set out in the Service Agreement shall apply to ment.]

ambiguity between any of the provisions of this Agreement OR [any other agreement between this Agreement shall prevail.

ambiguity between any of the provisions of this Standard Contractual Clauses, the provisions of ctual Clauses will prevail.

essing Personal Data

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

the Data Processor is only to carry out the ss the Personal Data received from the Data

se Services and not for any other purpose;

ch a manner as is necessary for those purposes;

3.3 The l shall Legis of the and Proce

4. The Data Pr

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- 4.2 The I does Prote [imm Data
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- 4.4 The Data unau
- 4.5 The OR [obligation of the provided control of the
- 4.6 For t according the in
- 4.7 In the Data adve

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

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

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

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

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

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

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

use 4.5, "all reasonable assistance" shall take rocessing carried out by the Data Processor and e Data Processor.

ocessor becomes aware of any changes to the that may, in its reasonable interpretation, ance of the Services and the processing of the he Service Agreement or] under this Agreement,

the D

m the Data Controller promptly.

Confidentia 5.

- 5.1 The partic Proce any t Perso nece Conti
- 5.2 Nothi with disclo (inclu the proce notifi challe
- 5.3 The proce are c

aintain the Personal Data in confidence, and in ontroller has given written consent for the Data Processor shall not disclose the Personal Data to cessor shall not process or make any use of any it by the Data Controller otherwise than as ses of the provision of the Services to the Data

all prevent the Data Processor from complying close or process Personal Data where such required by domestic law, court, or regulator the Information Commissioner). In such cases, otify the Data Controller of the disclosure or or to disclosure or processing (unless such mestic law) in order that the Data Controller may wishes to do so.

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

6. **Employees**

- 6.1 The with of da
- 6.2 **I**The with of da

OR

- 6.2 The Articl office the P
- 6.3 The proce Prote obliga the p

7. Security of

7.1 The meas desci Data loss, Conti

fficer[s]]

pointed a data protection officer in accordance PR, whose details are as follows: <<insert name kinsert contact details>>.]

pointed a data protection officer in accordance PR, whose details are as follows: <<insert name kinsert contact details>>.1

point a data protection officer in accordance with hd shall supply the details of the data protection prior to the commencement of the processing of

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

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

- 7.2 The r natur unau destr Subje and t
- 7.3 The approto er proce acces techriquely
- 7.4 The the title technic
- 7.5 [The meas

8. Data Subject

- 8.1 The meas Data unde
 - a)
 - b)
- 8.2 In the comp comp
- 8.3 In the to ex but r
- 8.4 The Contraction assis
 - a)
 - b)

y the Data Processor shall be appropriate to the a, to the harm that may result from such processing or accidental or unlawful loss, particular to the rights and freedoms of Data and for the state of technological development on.

by the Data Processor may include, as n and encryption of the Personal Data; the ability lentiality, integrity, availability, and resilience of ices; the ability to restore the availability of and in a timely manner in the event of a physical or process for regularly testing, assessing, and f the technical and organisational measures.

so requested by the Data Controller (and within the Data Controller) supply further details of the systems in place to safeguard the security of the vent unauthorised access.

document all technical and organisational review them on a <<insert frequency>> basis to ble and up to date.

ts

take appropriate technical and organisational sonable assistance [(at its own cost)] OR [(at the Data Controller in complying with its obligations islation with particular regard to the following:

ubjects under the Data Protection Legislation ed to, the right of access (data subject access ectification, the right to erasure, portability rights, to processing, rights relating to automated to restrict processing; and

ces served on the Data Controller by the pner pursuant to the Data Protection Legislation.

bcessor receives any notice, complaint, or other Personal Data processing or to either Party's Protection Legislation, it shall notify the Datang.

cessor receives any request from a Data Subject under the Data Protection Legislation including, ubject access request, it shall notify the Data without undue delay].

pperate fully [(at its own cost)] **OR** [(at the Data Data Controller and provide all reasonable any complaint, notice, other communication, or g by:

ontroller with full details of the complaint or

ry information and assistance in order to comply equest;

ntroller with any Personal Data it holds in relation (within the timescales required by the Data

ntroller with any other information requested by

t only on the Data Controller's instructions and al Data to any Data Subject or to any other party ng by the Data Controller, or as required by

The shall

shall excel

9. Personal Da

8.5

- 9.1 The (hour beco to the discless
- 9.2 Whei provi undu
 - a)
 - b)
 - c)
- 9.3 In the coop all re
 - a)
 - b)
 - c)
 - d)
- 9.4 The Perso unus awar
- 9.5 The Bread Cont

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

comes aware of a Personal Data Breach, it shall ation to the Data Controller in writing without

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

s of the Personal Data Breach; and

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

Ita Breach as described above, the Parties shall investigate it. The Data Processor shall provide ne Data Controller including, but not limited to:

troller with its investigation of the Personal Data

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

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

asonable steps to mitigate the effects of the and to minimise any damage caused by it.

ise all reasonable endeavours to restore any d, damaged, corrupted, or otherwise rendered ta Breach as soon as possible after becoming reach.

ot inform any third party of any Personal Data without the express written consent of the Data to do so by domestic law.



9.6 The notify agen requi

- 9.7 The offer include
- 9.8 Subjection reason Continuous from the Example Agree Data such

10. Cross-Bord

- 10.1 The proce writte
- 10.2 In the the I Perso are s
 - a)

b)

c)

10.3 In the and Claus the I which detail executions

ve the sole right to determine whether or not to the Information Commissioner, law enforcement e regulators of the Personal Data Breach as plicable regulations, or at the Data Controller's of such notification.

ve the sole right to determine whether or not to ubjects affected by the Personal Data Breach, t of such remedy.

Clause 16, the Data Processor shall bear all ses incurred by it and shall reimburse the Data costs and expenses incurred by the Data Personal Data Breach, including the exercise of of any obligations by the Data Controller under, unless the Personal Data Breach resulted from written instructions, negligence, breach of this mission of the Data controller, in which case the pear and shall reimburse the Data Processor with tred by it.

al Data

any subcontractor appointed by it)] shall not onal Data outside of the EEA without the prior ontroller.

troller consents to such a transfer or processing, ly process (or permit the processing) of the EEA if one or more of the following conditions

processing the Personal Data in a territory that is egulations under the Data Protection Legislation des adequate protection for the privacy rights of ry] OR [territories] subject to such a finding shall le 4;

participates in a valid cross-border transfer Data Protection Legislation under which the the Data Controller, where appropriate) can safeguards are in place to ensure an adequate with respect to the privacy rights of individuals 46 of the UK GDPR. The transfer mechanisms is identified in Schedule 4. The Data Processor of the Data Controller of any changes thereto; or

ersonal Data otherwise complies with the Data for the reasons set out in Schedule 4.

r of Personal Data between the Data Controller quires the execution of Standard Contractual th the Data Protection Legislation (that is, where ting the Personal Data to the Data Processor, he EEA), the Parties shall complete all relevant dard Contractual Clauses set out in Schedule 5, ny and all other actions required to legitimise the

10.4 [In ti appo and herek Claus Conti shall Conti

a Controller consents to the Data Processor accordance with the provisions of Clause 11, cated outside of the EEA, the Data Controller Processor to enter into Standard Contractual nedule 5, with the subcontractor in the Data Data Controller's behalf. The Data Processor and Contractual Clauses available to the Data

11. Appointmen

- 11.1 The I this A
- 11.2 In the of the on a

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d)

- 11.3 In the the I subc
- 11.4 The l Data of, ar

12. Return and

- 12.1 The I the I Perso reque
 - a)

a)

subcontract any of its obligations or rights under ior written consent of the Data Controller [(such ly withheld)].

cessor appoints a subcontractor to process any e specific written consent of the Data Controller the Data Processor shall:

greement with each subcontractor, which shall contractor the same obligations, on substantially are imposed upon the Data Processor by this y with regard to technical and organisational equired to comply with the Data Protection II permit both the Data Processor and the Data those obligations, and which shall terminate rmination of this Agreement for any reason;

of the Data Controller, provide copies of such licable, the relevant parts thereof;

tractors comply fully with their obligations under agreement and under the Data Protection

II Personal Data transferred to subcontractors.

ctor fails to meet its data protection obligations, main fully liable to the Data Controller for the ith its data protection obligations.

deemed to legally control any and all Personal controlled practically by, or be in the possession of by it under this Clause 11.

of Personal Data

the written request of the Data Controller (and at , securely delete (or otherwise dispose of) the the Data Controller in the format(s) reasonably other within a reasonable time after the earlier of

n of the Services; or]

Service Agreement, for any reason; or



- 12.2 Subje all or returi
- 12.3 If the Person shall precing for the Person required to the Pers
- 12.4 [The <<ins
- 12.5 Upor certif
- 12.6 [All F delet meth

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

I [and 12.4], the Data Processor shall not retain Data after deleting (or otherwise disposing of) or 12.1.

uired to retain copies of all or any part of the ation, government, or other regulatory body, it ller of such requirement(s) in writing, including I Data that it is required to retain, the legal basis duration of the retention, and when the retained I (or otherwise disposed of) once it is no longer

etain one copy of the Personal Data for up to purpose(s)>> only.]

l) of the Personal Data, the Data Processor shall same in writing to the Data Controller within on (or disposal).

ed or disposed of under this Agreement shall be the following method(s): <<insert description of

13. Information

- 13.1 The such Data
- 13.2 [The Reco
 - a)
 - b)
 - c)
 - d)

ake available to the Data Controller any and all ably required and necessary to demonstrate the with the Data Protection Legislation and this

intain complete, accurate, and up-to-date written ctivities carried out by the Data Processor on which shall include:

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

ssing carried out by the Data Processor;

nsfers of personal data to a third country and afeguards; and

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

14. Audits

- 14.1 The [reas appo with Legis
- 14.2 The l

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

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

not li

- a)
- b)
- c)
- 14.3 The I shall Proce the D Data
- 14.4 The [pron third-Data

15. Warranties

- 15.1 The and i Agree include
- 15.2 The
 - a)
 - b)
 - c)

16. Liability and

16.1 The inder proce legal or inder [and arisin

sical and remote) to, and copies of, all [Records t information kept by the Data Processor;

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

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

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

inform the Data Controller [immediately] **OR** y instructions given by the Data Controller or any by the Data Controller do not comply with the

varrants and represents that the Personal Data e Services] **OR** [the Service Agreement] and this the Data Protection Legislation in all respects collection, holding, and processing.

arrants and represents that:

all 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

lieve that the Data Protection Legislation in any complying with its obligations [pertaining to the es] OR [under the Service Agreement]; and

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

be liable for, and shall indemnify (and keep cessor in respect of, any and all actions, claims, losses, expenses (including reasonable solicitor and client basis), or demands, suffered 1st, or agreed to be paid by, the Data Processor inted by the Data Processor under Clause 11] n with:

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16.4

16.2

y the Data Controller with the Data Protection

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

a Controller of its obligations or warranties under

ne same is or are contributed to by any noncessor [or any subcontractor appointed by the and 11] with the Data Protection Legislation or its

be liable for, and shall indemnify (and keep troller in respect of, any and all actions, claims, losses, expenses (including reasonable solicitor and client basis), or demands, suffered 1st, or agreed to be paid by, the Data Controller 1n with:

by the Data Processor [or any subcontractor a Processor under Clause 11] with the Data

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

a Processor of its obligations or warranties under

he same is or are contributed to by any nonroller with the Data Protection Legislation or its

not be entitled to claim back from the Data 16.2 or on any other basis any sums paid in ontroller in respect of any damage to the extent ble to indemnify the Data Processor under sub-

and in particular, this Clause 16) shall relieve affect, the liability of either Party to any Data ach of that Party's direct obligations under the . Furthermore, the Data Processor hereby main subject to the authority of the Information operate fully therewith, as required, and that ligations as a data processor under the Data render it subject to the fines, penalties, and et out in the Data Protection Legislation.

othing in this Clause 16 shall be deemed to be d by any other provision(s) of this Agreement.

n the Service Agreement shall not apply to any rovisions set out in this Agreement.

16.5

16.6

17. Term and T

- 17.1 This shall
 - a)
 - a)
 - b)
- 17.2 Any r into t termi effec
- 17.3 In the nego nego

18. Notices

- 18.1 All no
- 18.2 All n Agred prote
- 18.3 All n Agree prote
- 18.4 Notic
 - a)
 - b)
 - c)

In ea

19. Law and Ju

- 19.1 This there acco
- 19.2 Any of this A there of En

to force on <<insert commencement date>> and onger of:

ervices, as set out in Schedule 1; or]

ervice Agreement remains in effect; or]

ta Processor has any of the Personal Data in its

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

ne Data Protection Legislation necessitate the re-Agreement, either Party may require such re-

tion with this Agreement shall be in writing.

ta Controller under or in connection with this sed to: <<insert name, position (e.g. data t details>>.

a Processor under or in connection with this sed to: <<insert name, position (e.g. data t details>>.

ave been duly given:

vered by courier or other messenger (including normal business hours of the recipient; or

ted [by facsimile or] e-mail [and a successful return receipt is generated]; or

day following mailing, if mailed by national prepaid.

addressed as indicated above.

y non-contractual matters and obligations arising ewith) shall be governed by, and construed in England and Wales.

ceedings or claim between the Parties relating to non-contractual matters and obligations arising with) shall fall within the jurisdiction of the courts

SIGNED for and on <<Name and Title o



oller by: oata Controller>>

Authorised Signatur

Date: _____

SIGNED for and on

<<Name and Title o

ssor by: oata Processor>>

Authorised Signatur

Date: _____

EDULE 1

Services

<<Insert a detailed Service Agreement, s provided by the Data Processor (under the

SCHEDULE 2

Personal Data

Type of Personal Da	
	\mathbf{N} / \mathbf{I}

a Subject	Nature of Processing Carried Out	Purpose(s) of Processing	Duration of Processing
	1	ı.	L

S

EDULE 3

tion Measures

rganisational data protection measures referred

1. The Data Pr or processe standard app

Technical and Org

1.1 the laccid

The followin

to in Clause

1.2 the n

t, in respect of all Personal Data it receives from Controller, it maintains security measures to a

from unlawful or unauthorised processing or estruction of the Personal Data; and

ła.

2. In particular,

- 2.1 have
 - a)
 - b)

h, a security policy which:

based on a risk assessment;

- y for implementing the policy to a specific ne Data Processor's data protection officer)] or
- a Controller on or before the commencement of

c)

d)

e)

2.2 ensu to pro Data

- 2.3 ensu Data appli
- 2.4 preve
- 2.5 prote
- 2.6 prote so;
- 2.7 ensu such recor acces
- 2.8 have physitorm
- 2.9 pass store uppe are n

elevant staff; and

for feedback and review.

ity safeguards and virus protection are in place pftware which is used in processing the Personal industry practice;

software used in the processing of the Personal including but not limited to, the installation of all

to the Personal Data;

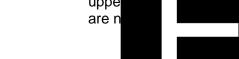
ng <<insert type of encryption>> encryption;

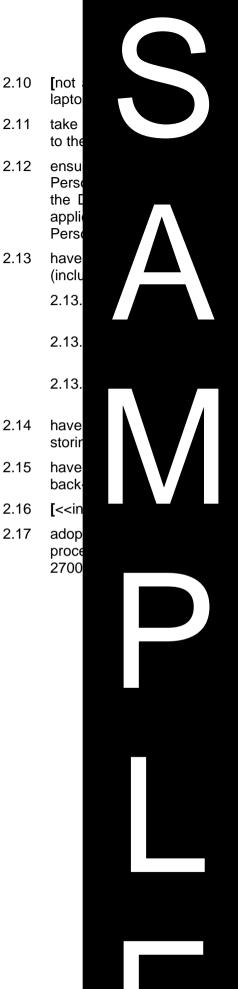
ng pseudonymisation, where it is practical to do

sonal Data conforms with best industry practice ch Personal Data is recorded (including paper lectronically) are stored in secure locations and nal Data is strictly monitored and controlled;

e for the transfer of Personal Data whether in y using couriers rather than post) or electronic insert type of encryption>> encryption);

rs and other devices on which Personal Data is words are secure (<<describe requirements, e.g. special characters etc.>>), and that passwords umstances;





Personal Data on any mobile devices such as devices are kept on its premises at all times;]

ure the reliability of personnel who have access

who are to access and/or process any of the able training on the Data Protection Legislation, ions under it, their obligations under it, and its ith particular regard to the processing of the sement:

letecting and dealing with breaches of security struction of Personal Data) including:

which individuals have worked with specific

edure in place for investigating and remedying Protection Legislation; and

ntroller as soon as any such security breach

r backing up all electronic Personal Data and om originals;

sposal of unwanted Personal Data including for diredundant equipment; [and]

etails as required>>; and]

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

Legal Basis for Pro

The Data Processor order to comply with

[The Data Processo <<insert country>>.

OR

[Binding Corporate

OR

[Standard Contractor Data Processor as to the contractor of the co

OR

[Standard Contractor of the Data Controll importer".]

OR

[<<insert alternative</p>

EDULE 4

Outside the EEA

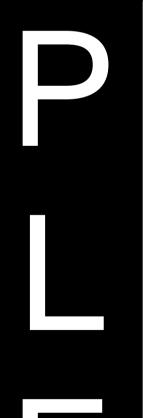
ing the Personal Data outside of the EEA in strictions is as follows:

with a current determination of adequacy:

Data Controller as the "data exporter" and the

Data Processor as the "data exporter" on behalf or subcontractor as the "data

etail>>.]



EDULE 5

Standard Contract

<< Attach a copy of

nd executed Standard Contractual Clauses>>

© Simply-Docs - BS.DAT.F

t (UK to Non-EEA)