



1 Data Processor Agreement

[Enter name of data processor agreement]

Between [insert name of school] and [insert name of Contractor]

Legal Obligations

Article 5 of the UK General Data Protection Regulation (UK GDPR) relates to principles to processing of personal data. These include ensuring processing of personal data is

Processed lawfully, fairly and in a transparent manner in relation to the data subject; collected for specified, explicit and legitimate purposes and not furthered processed in a manner which is incompatible with those purposes; adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed; accurate and, where necessary, kept up to date; kept in a form which permits identification of the data subjects for no longer than is necessary for the purposes for which the personal data are processed; and processed in a manner that ensures appropriate security of the personal data.

[insert name of school] must only use processors that can give sufficient guarantees they will implement appropriate technical and organisational measures to ensure their processing will meet UK GDPR requirements and protect data subjects' rights.

[insert name of school] are primarily responsible for overall compliance with the UK GDPR, and for demonstrating that compliance.

However, in addition to its contractual obligations to [insert name of school], a [insert name of Contractor] has some direct responsibilities under the UK GDPR. If [insert name of Contractor] fails to meet its obligations, or acts outside or against the [insert name of school] instructions, it may be liable to pay damages in legal proceedings or be subject to fines or other penalties or corrective measures.

[insert name of Contractor] may not engage a sub-processor's services without the [insert name of school] prior specific or general written authorisation. If authorisation is given, the [insert name of Contractor] must put in place a contract with the sub-processor. The terms of the contract that relate to Article 28(3) must offer an equivalent level of protection for the personal data as those in the contract between the [insert name of school] and [insert name of Contractor]. [insert name of Contractor] remain liable to [insert name of school] for the compliance of any sub-processors they engage.

Assurance

That the [insert name of Contractor] undertake to [insert name of school] to comply with the obligations of the "data controller" under the provisions of the Data Protection Act (DPA), as amended. In addition:

1.1 The Contractor shall (and shall procure that any of its personnel involved in the provision of the Goods and/or Services shall) comply with any notification requirements under the Data Protection Legislation and both Parties shall duly observe all their obligations under the Data Protection

Legislation which arise in connection with this Agreement, and the Contractor shall comply with the directions specified in article 28(3) of the UK GDPR.

1.2 Where the Contractor is processing Personal Data as a Data Processor for the School, the Contractor shall:

1.3 ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data;

1.4 provide the School with such information as the School may reasonably require to satisfy itself that the Contractor is complying with its obligations under the Data Protection Legislation;

1.5 promptly notify the School of any breach of the security measures required to be put in place pursuant to clause and

1.6 ensure it does not knowingly or negligently do or omit to do anything which places the School in breach of the School's obligations under the Data Protection Legislation

1.7 The provisions shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

.....
For and on behalf of [insert name of school]

Date

Name

Designation

.....
**Accepted and Agreed for and behalf of
[insert name of Contractor]**

Date

Name

Designation