



GDPR: Third-Party Data Processor Agreement

AGREEMENT

BETWEEN:

(1) Field Studies Council, Head Office, Preston Montford, Montford Bridge, Shrewsbury, Shropshire
SY4 1HW (the "Data Controller"); and

(2) _____ (the "Data Processor").

having its registered office /home address at:

Under the terms of the General Data Protection Regulations (2016), the individual/organisation named above is identified as a processor of personal data for the Field Studies Council (to be known as FSC within this agreement).

This agreement is to ensure the protection and security of data passed from the Data Controller (FSC) to the Data Processor (the individual/organisation named above). This agreement exists to ensure sufficient guarantees are in place to qualify that data-processing carried out on behalf of the FSC complies with FSC's data protection obligations as data controller as set out in Article 5(2) of GDPR that states:

"the controller shall be responsible for, and be able to demonstrate, compliance with the principles."

Data processed by the individual/organisation named above on behalf of FSC should only be used for FSC's purposes as specified and as authorised by FSC. Upon termination of this data-processing agreement, all data files held by that individual/organisation shall be destroyed in a confidential and secure manner or returned to the FSC.

This agreement draws attention to the General Data Protection Regulations (2016) and the key principles which state that data must be:

- a) processed lawfully, fairly and in a transparent manner in relation to individuals;
- b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that inaccurate personal data is erased or rectified without delay;
- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest,

and in particular:

f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures."



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Under this agreement, the named individual/organisation should therefore:

- Only use the personal data provided/obtained for purposes as agreed with FSC as data-controller.
- If applicable, take reasonable steps to ensure the integrity of your employees with access to personal data
- If applicable, ensure your employees are aware of the requirements of the GDPR (2016), and that they have received the necessary training as appropriate to their role to ensure compliance.
- Take reasonable steps to ensure the security of the personal data, protecting it against unauthorised processing, accidental loss, damage or destruction.
- Report to FSC within 24 hours of any actual or potential/suspected security breaches.
- Promptly notify FSC if it receives a request from a Data Subject to obtain access to personal data or any other complaint or request relating to FSC’s obligations under the Act
- Provide full cooperation and assistance to FSC in relation to any such complaint or request
- Not to disclose personal data except with the prior written consent from FSC’s Data Protection Officer
- Permit FSC or its duly authorised representatives, to inspect/audit its data processing activities.
- Comply with all reasonable requests from FSC to enable verification that it is in full compliance of GDPR.

At the request of FSC, the named individual/organisation will immediately:

- Stop processing all or any personal data
- Correct any personal data
- Confirm any disclosures made in relation to personal data and provide copies
- Assist FSC in responding to any enquiry by the Information Commissioner.

In the event of any termination of this agreement, the named organisation shall:

- Immediately cease processing the personal data
- Promptly destroy or return all copies of the personal data and certify to FSC that it has done so, unless it is prevented by law or any regulatory authority from destroying or returning all or part of such data, in which case it shall keep such data confidential and shall not process it further.

In signing this statement, you are confirming that the named organisation has taken all necessary steps to fully comply with the principles of the General Data Protection Regulations (2016) and this agreement.

Name: Gary Foster

Name: _____

Position: Data Protection Officer

Position: _____

Signed on behalf of:

Signed on behalf of:

Field Studies Council (FSC)

Signature:

Signature:

Date: 9th March 2018

Date: _____

Please return this form to FSC