

DATA PROCESSING AGREEMENT BETWEEN

(1) Perth and Kinross Council, 2 High Street, Perth, PH1 5PH (the “Council” and “data controller”) and

(2) *[Insert name and address of company]* (the “data processor”)

Background

This agreement is to ensure the protection of personal data processed on behalf of the Council, in line with the conditions listed below and the 7th Data Protection Principle contained in the Data Protection Act 1998 (“the Act”).

[Insert paragraph describing nature of data to be processed and for what purpose i.e. residents calendar, Viewfinder]

Terms of reference within this agreement (e.g. ‘data controller’, ‘data processor’, ‘processing’) are used with the same intent as the definitions applied within the Act.

This agreement supersedes all prior agreements, negotiations and discussions between the Council and the data processor.

Application of this agreement

This agreement shall apply to all personal data processed by the data processor on behalf of the Council.

Conditions of data processing

The data processor agrees that it shall:

- Only process the personal data in accordance with the Council's instructions
- Comply with the 8 Data Protection Principles, where relevant
- Only transfer data to any sub-contractor(s) with approval in writing from the Council
- Ensure all employees processing the Council's data are familiar with their responsibilities under the Act
- Allow its data processing facilities, procedures and documentation to be inspected and / or scrutinised, in order to ensure its compliance with this agreement
- Agree to assist with any requests for copies of personal information made by data subjects, in line with section 7 of the Act

The Council agrees to supply the data to the Processor in a timely manner, where relevant.

Termination

This agreement will expire automatically upon completion of the Data Processor's obligations. Upon termination, the data processor will return all personal data to the Council, or securely destroy all data in its possession (and certify to the Council that it has done so). The data processor will liaise with the Council to ascertain whether the data should be returned or destroyed.

The Council reserves the right to terminate this agreement immediately at any time by giving 30 days written notice.

Liability

The Council and the data processor are jointly liable for the lawful processing of personal data within the terms of this agreement.

The data processor shall indemnify the Council against all losses, liabilities, actions and / or damage arising out of a breach of this agreement by the data processor.

Governing Law

This agreement shall be covered by the laws of Scotland, with the exclusive jurisdiction of the Scottish Courts.

SIGNED for and on behalf of Perth & Kinross Council by:

Signature: _____

Name: _____

Designation: _____

Date: _____

SIGNED for and on behalf of *[Insert name of company]* by:

Signature: _____

Name: _____

Designation: _____

Date: _____