

DATA PROCESSING AGREEMENT

(For use with all third-party Processors)

1. Introduction

1.1 This section summarises the mandatory contractual requirements the Organisation imposes on all third-party Processors handling Personal Data on its behalf in accordance with Article 28 UK GDPR.

1.2 A full Data Processing Agreement (DPA) is executed with each Processor and forms part of the contractual relationship.

2. Obligations of the Processor

2.1 Processing on Documented Instructions

The Processor shall process Personal Data only on documented instructions from the Organisation, including transfers to a third country or international organisation.

2.2 Confidentiality

The Processor ensures that all authorised persons processing the data are subject to confidentiality obligations.

2.3 Security Measures

The Processor must implement appropriate technical and organisational security measures, including:

- access controls;
- encryption;
- secure development practices;
- incident monitoring;
- regular vulnerability assessments.

2.4 Use of Sub-Processors

The Processor must not engage any sub-processors without the Organisation's prior written

authorisation. The Processor must impose equivalent obligations on approved sub-processors.

2.5 Assistance with Data Subject Rights

The Processor must assist the Organisation in fulfilling its obligations regarding Data Subject rights, including requests for access, rectification, deletion, restriction, and portability.

2.6 Assistance with Compliance

The Processor supports the Organisation with:

- personal data breach notifications;
- DPIA processes;
- responding to ICO enquiries;
- audits and compliance assessments.

2.7 Deletion or Return of Data

Upon termination of services, the Processor must delete or return all Personal Data, unless law requires retention.

2.8 Audit and Inspection

The Processor must allow audits and inspections by the Organisation or authorised auditors to verify compliance.

2.9 International Transfers

The Processor may transfer Personal Data outside the UK only with a lawful transfer mechanism and the Organisation's approval.
