

Service Level Agreement / Contract Addendum on Data Protection

This agreement between THE PARISH OF _____

and

comes into effect on the date of signing below and will be binding for an initial period of 12 months, with an automatic rollover period of an additional 12 months unless terms are renegotiated or cessation is invoked by either party.

The Parish of _____, giving due regard to GDPR and the Data Protection Acts 1988-2018, requires that all contractors processing personal data on its behalf are doing so on a lawful basis.

The parish understands itself to be the data controller in the context of third party contracts and/or agreements, while contractors fulfil the role of data processors.

The parish understands personal data as “any information relating to an identified or identifiable natural person”. Personal data processed on behalf of the parish remains **at all times** the property of the parish.

The parish understands personal data processing as “any activity undertaken involving interaction with a Data Subject’s personal data.”

All personal data processed on behalf of the parish shall be:

- processed lawfully, fairly and in a transparent manner in relation to individuals;
- 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;
- adequate, relevant and limited to the minimum range necessary in relation to the purposes for which they are processed;
- kept accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
- 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, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and
- 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.

To this end, the parish requires that data processors ensure the following when processing personal data on its behalf:

- Data processors employ suitably qualified staff, and/or provide all necessary training to ensure compliance;
- Data processors use appropriate, regularly updated technical resources when processing data for the parish;

- Data processors respond promptly and adequately to all requests in relation to personal data received from the parish;
- Data processors react promptly and adequately in notifying the parish where there is a suspected or actual personal data breach, allowing the parish to take necessary next steps;
- Data processors will facilitate any compliance based audit requested or undertaken by the parish during the term of the contract or agreement;
- Upon cessation of the contract or agreement by either party, the data processor will either return all existing personal data to the parish, or delete the personal data in its entirety from their systems and files;
- Data processors are at all times obliged to be able to demonstrate compliance with the GDPR and Data Protection Acts 1988-2018 (the obligation of 'accountability').

I, the undersigned data processor, have read and understood the parish's Service Level Agreement / Contract Addendum on Data Protection and agree to be bound by its terms for the period outlined above.

Signed: _____

On behalf of: _____ (COMPANY NAME WHERE RELEVANT)

Date: _____

Signed: _____

On behalf of: _____ (PARISH)

Date: _____