

Data Protection agreement between the University and a Service Provider

The service provider's attention is hereby drawn to the Data Protection Act 1998 (the Act). The University and the service provider shall observe their obligations under the Act.

The service provider shall comply at all times with the Act and shall not perform its obligations under this contract in such a way as to cause The University to breach any of its applicable obligations under the Act.

Where the service provider, pursuant to its obligations under this contract, processes personal data on behalf of the University, it shall:

- Process personal data only in accordance with instructions from the University (which may be specific instructions or instructions of a general nature as set out in this contract or as otherwise notified by the University to the service provider);
- Process the personal data only to the extent, and in such manner, as is necessary for the provision of the services to be provided or as is required by law or any regulatory body;
- Implement appropriate technological measures to protect against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected;
- Take reasonable steps to ensure the reliability of any service provider personnel who have access to the personal data;
- Obtain prior written consent from the University in order to transfer the personal data to any sub-contractors for the provision of services to be provided;
- Ensure that any service provider personnel required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations set out in this contract;
- Ensure that none of the service provider personnel publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by the University;
- Notify the University (within five working days) if it receives:
 - A request from a data subject to have access to that person's personal data; or
 - A complaint or request relating to the University's obligations under the Act;
- Provide the University with full co-operation and assistance in relation to any complaint or request made, including by:
 - Providing the University with full details of the complaint or request;
 - Complying with a data access request within the relevant timescales set out in the Act and in accordance with the University's instructions;
 - Providing the University with any personal data it holds in relation to a data subject (within the timescales required by the University); and
 - Providing the University with any information requested by the University;
- Permit the University or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the service provider's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the University to enable the University to verify and/or procure that the service provider is in full compliance with its obligations under this contract;
- Not process personal data outside the European Economic Area without the prior written consent of the University and, where the University consents to transfer, to comply with:
 - The obligations of the data controller under the Act by providing an adequate level of protection to any personal data that is transferred; and
 - Any reasonable instructions notified to it by the University.
- Remove all personal data from all systems of the service provider after the use of the data and provide

written confirmation of this to the University.

The University may from time to time serve on the service provider an information notice requiring the service provider within such time and in such form as is specified in the information notice, to furnish to the University such information as The University may reasonably require relating to:

- Compliance by the service provider with the service provider's obligations under this Contract in connection with the processing of Personal Data; and/or
- The rights of the data subjects, including but not limited to subject access rights.

The service provider will allow its data processing facilities, procedures and documentation to be submitted for scrutiny by The University or its auditors in order to ascertain compliance with the relevant laws and the terms of this contract.

With respect to the parties' rights and obligations under this contract, the parties acknowledge that, except where otherwise agreed, The University is the data controller and the service provider is the data processor. Where the service provider wishes to appoint a sub-contractor to assist it in providing the services and such assistance includes the processing of personal data on behalf of the University, then the University hereby grants to the service provider a delegated authority to appoint on the University's behalf such sub-contractors to process personal data provided that the service provider shall notify the University in writing of such appointment and the identity and location of such sub-contractors. The service provider warrants that such appointment shall be on substantially the same terms with respect to the Act and this contract.

The service provider shall be liable for and shall indemnify (and keep indemnified) The university against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor client basis) and demands incurred by the University which arise directly or in connection with the service provider's data processing activities under this contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Act by the service provider or its employees, agents or sub-contractors.

For and on behalf of the University of Salford

Authorised signatory:

Name:

Title:

Date:

For and on behalf of the service provider

Name of service provider:

Authorised signatory:

Name:

Title:

Date:

Once signed please retain a copy for your records until the expiration of the contract and return the original to:
Head of Information Governance, Governance Services Unit, Acton Square, University of Salford, Salford, M5 4WT