

## PROCESSOR AGREEMENT

THIS AGREEMENT is made on the            day of            2018

### BETWEEN

- (1) **FIRE PROTECTION COMPLIANCE LIMITED** incorporated and registered in England and Wales with company number **07123825** whose registered office is at Grange Yard, Grange Lane, Winsford, Cheshire, CW7 2BP ("**the Company**"); and
- (2) **[NAME OF THIRD PARTY DATA PROCESSOR]** of **[ADDRESS]** ("**the Provider**").

### DEFINITIONS

**Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

### 1. DATA PROTECTION

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the data controller and the Provider is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The Schedule to this agreement sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.
- 1.3 Without prejudice to the generality of clause 1.1, the Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.
- 1.4 Without prejudice to the generality of clause 1.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
  - (a) process that Personal Data only on the written instructions of the Company unless the Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Provider to process Personal Data (**Applicable Laws**). Where the Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify the Company of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Company;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may

include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:
  - (i) the Company or the Provider has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Provider complies with reasonable instructions notified to it in advance by the Company with respect to the processing of the Personal Data;
- (e) assist the Company, at the Company's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Company without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Company, delete or return Personal Data and copies thereof to the Company on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.4 and allow for audits by the Company or the Company's designated auditor.

1.5 The Company does not consent to the Provider appointing any third party processor of Personal Data under this agreement.

1.6 Either party may, at any time on not less than 30 days' notice, revise this clause 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

1.7 The Provider shall notify the Company, promptly, if it suspects or becomes aware of any suspected breach, actual or threatened occurrence of any personal data and provide all information to the Company as they require, to report the breach to the Supervisory Authority and to notify the affected clients. The Provider will be liable to:

- (a) compensate the Company in respect of all compensation, damages, losses, demands, claims and other liabilities suffered or incurred by the Company and paid to individuals or other third parties arising out of the breach by the Provider;

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- (b) all fines, penalties, sanctions, charges, interest and other liabilities paid by the Company to a Supervisory Authority arising out of the breach by the Provider; and
- (c) all other direct loss and damage including reasonable costs and expenses suffered or incurred by the Company as a direct or foreseeable result of the breach by the Provider.

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## Schedule 1

### Processing, Personal Data and Data Subjects

#### Processing by the Provider

The Provider shall process personal data on behalf of the Company for the purposes of [providing professional and advisory services, including [DETAILS]].

#### Duration of the processing

Except as otherwise permitted or required by applicable law or regulation, the Provider shall only retain personal data for as long as necessary to fulfil the purposes for which it has been provided by the Company, as required to satisfy any legal, accounting, or reporting obligations, or as necessary to resolve disputes. To determine the appropriate retention period for personal data, the Provider shall consider the amount, nature, and sensitivity of personal data, the potential risk of harm from unauthorised use or disclosure of personal data, the purposes for processing the personal data, whether the Provider can fulfil the purposes of processing by other means, and any applicable legal requirements.

#### Types of personal data

The Provider may be required to process the following categories of personal data about the Company's clients, employees and job applicants and vendors or suppliers:

- Personal details including name and contact information.
- Date of birth.
- Gender.
- Marital status.
- Beneficiary and emergency contact information.
- Government identification numbers.
- Education and training details.
- Bank account details and payroll information.
- Wage and benefit information.
- Performance information.
- Employment details.
- Family and lifestyle details.
- Location details.
- Electronic identification data including IP address and information collected through cookies.
- Financial and payment details.

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- Credit card information and payment details.
- Contractual details including the goods and services provided.
- Special categories of personal data including biometric data.

The Provider may be required to process the following special categories of personal data about the Company's clients, employees and job applicants and vendors or suppliers:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade-union membership;
- genetics, biometrics or health; and
- sex life or sexual orientation.

### **Categories of data subject**

The Provider will process personal data from the following categories of data subjects:

- The Company's clients.
- The Company's vendors or suppliers.
- The Company's employees and job applicants

Signed on behalf of Fire Protection:  
Compliance Limited

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of **[PROVIDER]**:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_