BETWEEN

(1) **[The Company]**
Situated at Dundalk Institute of Technology **– "the Data Controller"**

and

(2) **[The Service Provider]**
Company Number ---- whose registered office is situated at
……………………………………………… - **"the Data Processor"**

RECITALS

(A)   The Data Controller hereby appoints the Data Processor as its sub-contractor for the provision of specified services, as per Schedule 1.

(B)   In order to perform the Services on the Data Controller's behalf, the Data Processor will require certain personal data to be made available to it by the Data Controller.

(C)   Under the Data Protection Acts 1988 and 2003, and any subsequent Data Protection legislation, the Data Controller is required to put in place an agreement between the Data Controller and any organisation which processes personal data on its behalf, governing the processing of that data.

(D)   The parties now wish to enter into this Agreement in order to regulate the provision and use of personal data that the Data Processor will be processing on behalf of the Data Controller.

AGREEMENT

1.   **DEFINITIONS AND INTERPRETATION**

1.1   The following words and phrases used in this Agreement and the Schedules shall have the following meanings except where the context otherwise requires:

"Master Contract"	means the main contract between the Data Controller and Data Processor setting out the terms and conditions for the services to be provided by the Data Processor.
"Data Subject"	means an individual who is the subject of personal data;
"Personal Data"	means data which relate to a living individual who can be identified from that data, or from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller or Data Processor.
"Services"	means the services to be carried out by the Data Processor under the terms of the Master Contract.

1.2   This Agreement shall continue in full force and effect for the same period as the Master Contract, unless terminated for breach by either party.

2.   **OBLIGATIONS OF THE DATA CONTROLLER**

2.1   The Data Controller shall provide the personal data to the Data Processor together with such other information as the Data Processor may reasonably require in order for the Data Processor to provide the Services.

2.2   The instructions given by the Data Controller to the Data Processor in respect of the personal data shall at all times be in accordance with the laws of Ireland.

3.   **OBLIGATIONS OF THE DATA PROCESSOR**

3.1   The Data Processor will process the personal data in compliance with the Irish Data Protection Acts 1988 and 2003, and Statutory Instrument 336 of 201 and any subsequent Data Protection legislation including General Data Protection Regulation GDPR of 2018.

3.2   The Data Processor undertakes that it shall process the personal data strictly in accordance with the Data Controller's instructions for the processing of that personal data, as outlined in Schedule 1.

3.3   The Data Processor will process the personal data for the following purposes only:
   - In order to provide the necessary managed services, as outlined in Schedule 1;

3.4   The Data Processor will treat the personal data, and any other Information provided by the Data Controller, as confidential, and will ensure that access to the personal data is limited to only those employees who require access to it for the purpose of the Data Processor carrying out the permitted processing and complying with its obligations under this Agreement.

3.5   The Data Processor will ensure that only such of its employees who may be required by it to assist it in meeting its obligations under the Agreement shall have access to the personal data. The Data Processor will ensure that all such employees have undergone training regarding their data protection obligations, their duty of confidentiality under contract and in the care and handling of personal data.

3.6   The Data Processor agrees to assist the Data Controller promptly with all subject access requests which may be received from the Data Subjects of the personal data, so as to enable a response to the Data Subject within the maximum time permitted under law.

3.7   The Data Processor will not disclose the personal data to a third party in any circumstances other than at the specific written request of the Data Controller, unless the disclosure is required by law.

3.8   The Data Processor will NOT transfer the personal data outside of the European Union, other than with the specific written approval of the Data Controller.

3.9   The Data Processor will not sub-contract any of the processing without explicit written agreement from the Data Controller. Where such written agreement is provided, the Data Processor will ensure that any sub-contractor it uses to process the personal data complies with the terms of this agreement.

3.10   The Data Processor will employ appropriate operational and technological processes and procedures to keep the personal data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to align with the requirements of ISO/IEC 27001:2005 or a similar standard, as appropriate to the services being provided to the Data Controller. The Data Controller will use ISO/IEC 27002:2005 as a basis for auditing compliance with the guarantees the Data Processor provides in relation to this obligation.

3.11   The Data Processor will not keep the personal data on any laptop or other removable drive or device unless that device is protected by being fully

encrypted, and the use of the device or laptop is necessary for the provision of the services under this agreement. Where this is necessary, the Data Processor will keep an audit trail of which laptops/drives/devices the personal data are held on.

3.12   The Data Processor will notify the Data Controller of any information security incident that may impact the processing of the personal data covered by this agreement within o n e working day of discovering, or becoming aware of any such incident. Following the report of the incident, the Data Processor will co-operate with the Data Controller's Compliance and Information Security procedures whilst they carry out a risk assessment, root cause analysis and identify any corrective action required.   The Data Processor will cooperate with the Data Controller in implementing any required corrective action agreed between the parties.

3.13   On satisfactory completion of the service or on termination of this agreement, the Data Processor will ensure that the personal data is **securely** removed from their systems and any printed copies securely destroyed. In complying with this clause, electronic copies of the personal data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software that meets international best practice. Any hard copy will be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.

3.14   The Data Controller reserves the right, upon giving reasonable notice and within normal business hours, to carry out compliance and information security audits of the Data Processor in order to satisfy itself that the Data Processor is adhering to the terms of this agreement.   Where a sub-contractor is used, the Data Processor agrees that the Data Controller may also, upon giving reasonable notice and within normal business hours, carry out compliance and information security audits and checks of the sub-contractor to ensure adherence to the terms of this agreement.

4.   **THIRD PARTY RIGHTS**

The Data Subject is hereby entitled to enforce the terms and conditions of this Agreement as a third party beneficiary.

5.   **INDEMNITIES**

Each party shall indemnify the other against all costs, expense, including legal expenses, damages, loss, including loss of business or loss of profits, liabilities, demands, claims, actions or proceedings which a party may incur arising out of any breach of this Agreement howsoever arising for which the other party may be liable.

6.   **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with Irish law and each party hereby submits to the non-exclusive jurisdiction of the Irish courts.

SIGNATURES

[The Company]	[The Service Provider]
Name:	**Name:**
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Title:	**Title:**
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Date:	**Date:**
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SCHEDULE 1

The Data Processor will provide the following services to the Data Controller, under the terms of this Agreement:

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