

DATA PROCESSING AGREEMENT

This Agreement is made on **ADD DATE**

BETWEEN

(1) **[NAME AND ADDRESS OF SCHOOL]**, hereby referred to as the Controller.

(2) **[Add AND ADDRESS OF SCHOOL]** hereby referred to as the Processor.

(hereinafter referred to as the "Parties")

1. SCOPE

The purpose of this Data Processing Agreement is to describe the work to be carried out by the Processor in relation with the Agreement. This Data Processing Agreement shall be deemed to take effect from the effective date and shall continue in full force and effect until termination of the Agreement or fulfilment of the agreed tasks.

2. PROCESSING OF THE PERSONAL DATA

1. **[NAME OF SCHOOL]** is the Controller for the Personal Data and **[Add Processor Name]** is the Processor for the Personal Data. The Processor agrees to process the Personal Data only in accordance with Data Protection Legislation.

2. **[NAME OF SCHOOL]** has hired **[Add Processor Name]**:

- to help with recordings of **[NAME OF SCHOOL]** students for exam purposes
- and / or to assist the data controller to transfer the data to the Royal Academy of Dance
- and / or to assist with other activity as necessary **[NAME OF SCHOOL]** is the Controller for the Personal Data and

3. **[Add PROCESSOR NAME]** will ensure they always act on **[NAME OF SCHOOL]** instructions when making recordings for examination purposes / when carrying out the agreed tasks mentioned in 2.2

4. [Add Processor Name] shall not engage with any Sub-Processor/Sub-Contractor to carry out any processing of Personal Data without the prior written consent of the Controller (such consent not to be unreasonably withheld).
5. [Add Processor Name] shall not transfer any personal data at any time to any third party within the European Economic Area or international country without the approval of [NAME OF SCHOOL].

3. CONFIDENTIALITY

The Processor shall ensure that any processing of Personal Data is subject to legally binding obligations of confidentiality and ensures they have undergone training in Data Protection and in the care and handling of Personal Data.

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

(a) disclosure is required by law.

(b) the relevant information is already in the public domain.

4. SECURITY MEASURES

The Processor shall take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with Article 32 of the GDPR;

5. DATA BREACHES

The Processor shall notify the Controller without undue delay (and in any event within 24 hours) of becoming aware of a breach. The Processor shall provide information and assistance upon request to enable the Controller to notify Data Security Breaches to the Information Commissioner and / or to affected individuals and / or to any other regulators to whom the Controller is required to notify any Data Security Breaches.

1. Upon termination of this Agreement, the Processor shall delete securely or return all Personal Data to the Controller and delete all existing copies of the Personal

Data unless and to the extent that the Processor is required to retain copies of the Personal Data in accordance with applicable laws in which case the Processor shall notify the controller in writing of the applicable laws which require the Personal Data to be retained.

2. In the event that the Personal Data is deleted or destroyed by the Processor, the Processor shall provide the Controller with a certificate of destruction evidencing that the Personal Data has been destroyed or delete.
3. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this clause and allow for and contribute to audits, including inspections, conducted by or on behalf of the Controller or by the supervisory authority pursuant to Article 58(1) of the GDPR.

6. INDEMNITY

The Processor shall indemnify the Controller from and against all costs, expenses (including legal and other professional fees and expenses), losses, damages, and other liabilities of whatever nature (whether contractual, tortious or otherwise) suffered or incurred by the Controller and arising out of or in connection with any breach by the Processor or any Sub-Contractors of this clause.

7. GOVERNING LAW AND JURISDICTION

This Data Processor Agreement shall be exclusively governed by and construed in accordance with the laws of the country of residence of the data controller. Any dispute that might arise by reason of this Data Processor Agreement, or by reason of any further agreements in connection with this Agreement, will be exclusively resolved by the competent court in the country of residence of the data controller.

8. TERMINATION

This Agreement may be terminated by either party in writing not less than 3 months' notice or after the agreed task is fulfilled.

On termination of this Agreement for whatever reason, the Processor shall cease to process the Personal Data and Confidential Information and shall arrange for the prompt and safe return of all of the Personal Data and Confidential Information, processed under the terms of this Agreement to the Controller, together with all copies of the Personal Data in its possession or control or that of its agents or contractors, within such time and by such secure means as the Controller shall provide for in writing at the time of termination of the Agreement.

AGREED by the Parties through their authorised signatories:

For and on behalf of [ADD SCHOOL NAME]

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Date:

For and on behalf of [Add Company name]

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Date: