



DATED

DATA PROCESSING AGREEMENT

Between

STOCKPORT HOMES LIMITED

St Peter's Square

Stockport

SK1 1NZ

And

CHARITY LOG

Overross House

Ross Park

Overross

Ross on Wye

HR9 7US

DATA PROCESSOR AGREEMENT

Under the Data Protection Act 1998, Stockport Homes ('the Company') is required to put in place an agreement in writing with any organisation which processes personal data on its behalf to govern the processing of those data. This is to ensure anyone processing personal information on behalf of Stockport Homes agrees to ensure the same level of security in respect of that information to ensure the Company continues to meet its obligations under the Data Protection Act 1998.

Under a services agreement made between Stockport Homes and *Charity Log* dated *10th August 2016* ('the Agreement') *Charity Log* has agreed to provide a service to Stockport Homes which requires *Charity Log* to have access to personal data for which Stockport Homes is (and remains) the 'data controller' for the purposes of the Data Protection Act 1998. The other party to this agreement will be a 'data processor' under that Act.

Charity Log agrees to store and process the personal data in accordance with the terms of this data processor agreement as set out below. The parties agree that the terms of this data processor agreement shall be incorporated and shall form part of the terms and conditions of the Agreement. To the extent that any of the terms of this data processor agreement conflict with the terms of the Agreement, the terms of this data processor agreement shall prevail.

1. Parties to the agreement:	
Stockport Homes Limited ('the Company')	<i>Charity Log</i> (the Processor')
2. Contacts	
Stockport Homes: <i>Anne-Marie Heil</i> <i>0161 474 3720</i>	<i>[Insert name of person from the third party responsible for this agreement, with contact details]</i>
3. Service to be provided	
<i>To supply hosting and secure software for the provision of supporting people, data recording and management.</i>	
4. End date	
<i>3 Years or end of contract.</i>	
5. Signatories	
For Stockport Homes:	For <i>Charity Log</i>
Signed:	Signed:
Full name:	Full name:
Position:	Position:
Date:	Date:

DEFINITIONS

Data: Information which –

- a) is being processed by means of equipment operating automatically in response to instructions given for that purpose;
- b) is recorded with the intention that it should be processed by means of such equipment;
- c) is recorded as part of a relevant filing system;
- d) does not fall within paragraphs a), b) or c) but forms part of an accessible record as defined by Section 68 of the Data Protection Act 1998; or
- e) is recorded information held by a public authority and does not fall within any paragraphs a) to d).

Data Controller: a person who (either alone or jointly in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be processed.

Data Processor: in relation to personal data, means any person (other than an employee of the data controller) who processes the data on behalf of the Data Controller.

Data Subject: a living identifiable individual who is the subject of Personal Data.

Personal Data: Data which relate to a living individual who can be identified –

- a) from those data, or
- b) from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller,
and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual.

Processing and process: means obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including –

- a) organisation, adaptation or alteration of the information or data,
- b) retrieval, consultation or use of the information or data,
- c) disclosure of the information or data by transmission, dissemination or otherwise making available, or
- d) alignment, combination, blocking, erasure or destruction of the information or data

CLAUSES

1. OBLIGATIONS OF THE PROCESSOR

- 1.1 The Company and the Processor acknowledge that for the purposes of the Data Protection Act 1998, the Company is the Data Controller and the Processor is the Data Processor of any Personal Data.

The Processor shall process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in Schedule 1 of this Agreement and in accordance with the Company's instructions from time to time and shall not process the Personal Data for any other purpose. The Processor will keep a record of any processing of Personal Data it carries out on behalf of the Company.

- 1.2 The Processor shall promptly comply with any request from the Company requiring the Processor to amend, transfer or delete the Personal Data
- 1.3 The Processor shall comply with the conditions for the management of data as set out in Schedule 2.
- 1.4 If the Processor receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Act 1998 and the data protection principles set out therein, it shall immediately notify the Company and it shall provide the Company with full co-operation and assistance in relation to any such complaint, notice or communication.
- 1.5 At the Company's request, the Processor shall provide to the Company a copy of all Personal Data held by it in the format and on the media reasonably specified by the Company.

- 1.6 The Processor shall not transfer the Personal Data outside the European Economic Area without the prior written consent of the Company.
- 1.7 The Processor shall inform the Company within 24 hours if any Personal Data is inappropriately disclosed, lost or destroyed or becomes damaged, corrupted, or unusable. The Processor will restore such Personal Data at its own expense.

2. PROCESSOR'S EMPLOYEES

- 2.1 The Processor shall ensure that access to the Personal Data is limited to:
- (a) those employees who need access to the Personal Data to meet the Processor's obligations under this Agreement; and
 - (b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that

- 2.2 The Processor shall ensure that all employees:
- (a) are informed of the confidential nature of the Personal Data;
 - (b) have undertaken training in the laws relating to handling personal data; and
 - (c) are aware both of the Processor's duties and their personal duties and obligations under such laws and this Agreement.

2.3 The Processor shall take reasonable steps to ensure the reliability of any of the Processor's employees who have access to the Personal Data.

3. RIGHTS OF THE DATA SUBJECT

3.1 The Processor shall notify the Company within 2 working days if it receives a request from a Data Subject for access to that person's Personal Data.

3.2 The Processor shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Company or as provided for in this Agreement.

4. RIGHTS OF THE COMPANY

4.1 The Company is entitled, on giving at least 2 working days' notice to the Processor, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Processor.

4.2 The requirement under clause 4.1 to give notice will not apply if the Company believes that the Processor is in breach of any of its obligations under this Agreement.

4.3 The Company will monitor compliance throughout the term of this Agreement.

4.4 This Agreement will be reviewed on a six monthly basis.

5. WARRANTIES

5.1 The Processor warrants that:

- (a) it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments; and
- (b) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure the Company's compliance with the seventh data protection principle including, but not limited to, the security measures set out in Schedule 3.

- 5.2 The Processor shall notify the Company immediately if it becomes aware of:
- (a) any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data;
 - (b) any advance in technology and methods of working which mean that the Company should revise the security measures set out in Schedule 3.

6. INDEMNITY

- 6.1 The Processor agrees to indemnify and keep indemnified and defend at its own expense the Company against all costs, claims, damages or expenses incurred by the Company or for which the Company may become liable due to any failure by the Processor or its employees or agents to comply with any of its obligations under this Agreement.
- 6.2 [The Processor shall take out insurance sufficient to cover any payment that may be required under clause 6.1 and produce the policy and receipt for premium paid, to the Company on request.]

7. APPOINTMENT OF SUBCONTRACTORS

- 7.1 The Processor may only authorise a third party (**sub-contractor**) to process the Personal Data:
- (a) subject to the Company's prior written consent where the Processor has supplied the Company with full details of such sub-contractor; and
 - (b) provided that the sub-contractor's contract is on terms which are substantially the same as those set out in this Agreement; and
 - (c) provided that the sub-contractor's contract terminates automatically on termination of this Agreement for any reason.

SCHEDULE 1 – Purposes for which the Processor may process the Personal Data

PERSONAL DATA TO BE PROVIDED

The information categories to be processed are identified as:

- Personal information (Forename, Surname, Date of Birth, National Insurance Number)
- Contact information (email address, mobile and landline telephone numbers, details of any social media accounts held)
- Address information (including history of addresses)
- Next of kin and family members
- Details of support plans and outcomes for the data subject
- Interactions with officers of Stockport Homes Ltd

PURPOSES

The processing by the Data Processor is for the purpose of setting up a secure hosted software application to manage and provide monitoring information for support services offered to clients of Stockport Homes. To carry out any agreed functions in relation to this and to provide ongoing support, maintenance and systems enhancements. This process is consistent with the Data Controller's obligations under the Data Protection Act 1998.

SCHEDULE 2 – Mechanisms of processing

1. Transmission of personal data

Secure ftp sites to be provided by Charity Log to enable the secure transmission of encrypted data between the data controller and the data processor.

2. Security of personal data

Charity Log have been provided with a copy of Stockport Council's Managing Personal Information Policy and the Council's ICT Security Policy and agree to comply with both these policies.

Charity Log will ensure its staff are aware of their responsibilities under the Data Protection Act 1998 and comply with this Act.

Charity Log will also comply with the general requirements set out in Appendix A to this data processor agreement.

3. Retention of personal data

Data held on Servers and other modes of data storage by Charity Log and or its agents must be completely deleted (or returned to Stockport Homes) at the end of the contract term, written notification must be sent to Stockport Homes Limited when all data has been deleted by them.

4 Destruction of personal data

All personal data held by the data processor including any archive or back-up copies, must be either destroyed in accordance with instructions given by the Data Controller, or be returned to the Data Controller, at a date to be agreed by the relevant parties. After this date, the Data processor must provide a written declaration confirming that the data has been destroyed or returned.

5 Amending or deleting personal data

Amendments to data must follow agreed protocols and must be in line with the purpose as set out, merging and or deletion of records must be logged and reported to the data controller.

SCHEDULE 3 – Security Measures

The third party must:

1. take appropriate technical and organisational measures to protect against the unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data (including having adequate back-up procedures and disaster recovery systems) in order to comply with the seventh data protection principle;
2. ensure that only such of its employees who may be required to assist it in meeting its obligations under the Agreement shall have access to the personal data. The third party shall ensure that all employees used by it to provide the services as describe above and as defined in the Agreement have undergone training in the law of data protection and in the care and handling of personal data and have a valid enhanced CRB check/disclosure (where appropriate);
3. store the data it receives securely in line with Stockport Homes policies and destroy it securely as directed by Stockport Homes on date the Agreement ends;
4. process the personal data only in accordance with the laws of the United Kingdom;
5. not use the personal data for any purposes which are inconsistent with the purposes as described above and as defined in the Agreement;
6. not disclose the personal data to a third party in any circumstances other than at the specific request of Stockport Homes;
7. in the event that any personal data in the possession or control of the third party become lost, corrupted or rendered unusable for any reason, the third party will promptly restore such personal data using its back up and/or disaster recovery procedures at no cost to Stockport Homes;
8. in the event that any personal data in the possession or control of the third party become lost, immediately inform Stockport Homes with a full report as to the circumstances;
9. not transfer any personal data outside the European Economic Area unless authorised to do so in writing by Stockport Homes.