DATA PROCESSING AGREEMENT

**Date:**

**This Deed is between:**

1. <Name of organisation>, (registered charity number <number> and company number <number>) whose registered office is at <address> (“<acronym>”)
2. Name of other company

**THE AGREEMENT**

1. On behalf of <organisation acronym>, XXXX (Name of data processor) processes personal data relating to beneficiaries and members of <organisation acronym> in order to (state purpose), as instructed by <organisation acronym>. In doing so, XXXXX are acting as a Data Processor under the current data protection legislation, and this agreement covers the obligations of the parties in relation to this arrangement.
2. Both parties will comply with all applicable requirements of the current data protection legislation and this agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the data protection legislation.

**OBLIGATIONS ON XXXXX**

*Processing*

1. XXXXX agrees to process the information sent to them by <organisation acronym>, including names and addresses (“the **Personal Information**”), for the purposes of XXXXXXXXXXXXX [insert any services XXXX carry out for <organisation acronym>], and act only on the instructions of <organisation acronym> in relation to that information.

*Security*

1. XXXX will keep the Personal Information in a secure environment by ensuring it has appropriate security measures in place to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
2. XXXX will ensure that any staff who have access to or process the Personal Information understand that they are under a duty of confidentiality as regards the information belonging to the <organisation acronym>.

*General obligations*

1. XXXX will not take any other action with the Personal Information without seeking the express instructions of <organisation acronym>.
2. XXXXX will endeavour to keep records of anything done to the Personal Information in its possession, and ensure that access is granted to the information and these records on request.
3. Where <organisation acronym> requires assistance from XXXXX to meet any of its obligations under the relevant data protection legislation, XXXX shall use its best endeavours to provide the assistance requested in a timely manner.
4. At the conclusion of this agreement, and by no later than [date] (unless and extension has been agreed by <organisation acronym>), XXXX shall [[return the Personal Information to <organisation acronym>] or [delete or destroy the Personal Information provided by <organisation acronym>]], including but not limited to all electronically held information held on behalf of <organisation acronym>, any unused labels and any discs containing the Personal Information.
5. XXXX shall not outsource or sub-contract the holding of the Personal Information without obtaining the written consent of <organisation acronym> in advance. If XXXX is taken over, then all information held under this agreement should be returned and a new agreement entered into between the new company and <organisation acronym>.
6. XXXX will not copy, sell, hire, lend or disclose the Personal Information to a third party without obtaining the prior written consent of <organisation acronym> in advance.
7. This agreement may be varied, but any variations must be agreed by both parties in writing, and annexed to this document.

**EXECUTED as a Deed and delivered on the date at the beginning of this document**

Executed as a Deed on behalf of<organisation name>, acting by:

Signature ............................................. Director

Print name .............................................

Signature ............................................. Director/Secretary

Print name .............................................

Executed as a Deed on behalf of XXXXXXXXXXXXXX, acting by:

Signature ............................................. Director

Print name .............................................

Signature ............................................. Director/Secretary

Print name .............................................