

**PLUS DANE HOUSING LIMITED**  
**DATA PROTECTION AGREEMENT**

This Agreement is made on the: **[insert date]**

**Between:**

- (1) **Plus Dane Housing Limited (“Plus Dane”)** whose registered office is at 13-15 Rodney Street, Liverpool, L1 9EF

**(“The Controller”);**

AND

- (2) **[insert third-party organisation name]**  
**[insert Third-Party Organisation address]** (“the Third-Party Organisation”).

**Background**

- (A) Plus Dane has agreed that **[insert third-party organisation name]** will perform the Service(s) defined below.
- (B) In order to perform the Service(s) on Plus Dane’s behalf, **[insert third-party organisation name]** will require certain Personal Data to be made available to it by Plus Dane .
- (C) Plus Dane as the Controller is required by the General Data Protection Regulation (‘GDPR’) to put in place an agreement with any organisation which processes personal data on its behalf to govern the processing of that data.
- (D) The Parties now wish to enter into this Agreement to regulate the processing of personal data by **[insert third-party organisation name]** to ensure that adequate safeguards are in place with respect to the protection of Personal Data in accordance with the GDPR.
- (E) In so far as this Agreement is entered into before the GDPR and the Data Protection Act 2018 come into force, this Agreement adopts the provisions of both the GDPR and the Act as though they were already in force at the date of this Agreement and the Parties agree to interpret and enforce the terms of this Agreement accordingly.

**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:

|            |  |
|------------|--|
| “the GDPR” | means the General Data Protection Regulation 2016 as varied by the Data Protection Act 2018 (‘the Act’) or other such statutory provisions which modify consolidate, re-enact or supersede the GDPR; |
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| “this Agreement”                           | this Agreement (including any Schedule or Annex to it and any document in agreed form);   |
| "Data Subject"                             | means any living individual whose personal data is the subject of this agreement;   |
| "Personal Data"                            | means any information relating to an identified or identifiable living person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. Identification may arise from other information which is already in the possession of, or is likely to come into the possession of Plus Dane or [insert third-party organisation name]; |
| "Data Processing", "Process", "Processing" | means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction  |
| "Services"                                 | means the Services to be carried out by [insert third-party organisation name]  |
| "Transfer"                                 | means the disclosure, communication, copying or movement of data from one party to another regardless of the media type, including but not limited to movement across a network, physical transfers, and transfers from one media or device to another, or by remote access to the data.  |
| "Information Commissioner"                 | means the Information Commissioner appointed by the Government to fulfil the duties of commissioner under the GDPR and his/her appointed officers.  |
| 'Nominated Officer'                        | means in the case of Plus Dane [insert name] and in the case of [insert third-party organisation name] [insert name] or such other persons as either party shall notify to the other during the term of this agreement  |
| 1.2  | The Personal Data to be processed under this agreement consists of: <ul style="list-style-type: none"><li>• [List what information is being shared]</li></ul>   |
| 1.3  | Data will be shared from: [insert start date] to [insert end date]  |

1.4 [How long the information will be kept, give indication of subsequent dates for regular sharing if applicable and when the agreement will be reviewed and by whom]

## 2. OBLIGATIONS OF PLUS DANE

2.1 Plus Dane agrees that it shall comply with all provisions under the GDPR and in particular (but without prejudice to the foregoing) ensure that all Personal Data disclosed by Plus Dane to [insert third-party organisation name] has been lawfully obtained and that the disclosure and transfer of such Personal Data is lawful under the GDPR.

2.2 Plus Dane agrees that it shall give full and proper instructions to [insert third-party organisation name] as necessary to enable [insert third-party organisation name] to comply with its obligations set out in Clause 3 below.

2.3 Plus Dane has satisfied itself that [insert third-party organisation name] will provide sufficient guarantees in respect of the data protection principles under the GDPR, and that it has assessed [insert third-party organisation name]'s technical and organisational security measures and considers them:

- (a) to be appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing; and
- (b) to offer a level of security appropriate to the risks presented by the Processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation; and
- (c) to meet the requirements of the GDPR and ensure the protection of the rights and freedoms of the Data Subjects

## 3. OBLIGATIONS OF [insert third-party organisation name]

3.1. [insert third-party organisation name] will process the Personal Data in compliance with the GDPR.

3.2. [insert third-party organisation name] will only process the Personal Data in accordance with Plus Dane 's instructions for the following purpose(s) only:

- [List purpose(s) of sharing personal data]

3.3. [insert third-party organisation name] will treat the Personal Data, and any other information provided by Plus Dane as confidential, and will ensure that access to the Personal Data is limited to only those employees who need to access it for the purpose of complying with this agreement. Further that [insert third-party organisation name] ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.4. [insert third-party organisation name] will not disclose the Personal Data to a third party in any circumstances without the permission of Plus Dane, unless the disclosure is required by law.

3.5. [insert third-party organisation name] will not knowingly or wilfully do or omit to do anything that would cause Plus Dane to be in breach of the GDPR.

- 3.6. [Insert third-party organisation name] will notify Plus Dane of any security breach that may impact the processing of the Personal Data covered by this agreement, within twenty-four hours of discovering, or becoming aware of any such breach. [Insert third-party organisation name] will cooperate with Plus Dane's investigation of the incident and implementation of any required corrective action agreed between the parties.
- 3.7. [Insert third-party organisation name] will not sub-contract any of the processing without the explicit written consent of Plus Dane and where such written consent is provided, [Insert third-party organisation name] will ensure that any sub-contractor it uses to process the Personal Data will comply with the terms of this Agreement and the provisions of the Act.
- 3.8. [Insert third-party organisation name] 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. When a data subject access request or other request exercising the Data Subject's rights under the GDPR (right to erasure, rectification, restriction or objection) is received for Personal Data processed under the terms of this Agreement or where Plus Dane is required to respond to any investigation conducted by the Information Commissioner as a result, then [insert third-party organisation name] will co-operate with Plus Dane to enable compliance with any obligations which may arise from such investigation or request.
- 3.9. [Insert third-party organisation name] will not transfer the Personal Data outside of the European Economic Area without the explicit written permission of Plus Dane. If Plus Dane grants such written consent, [insert third-party organisation name] shall
- a) provide evidence of the adequate level of protection of the personal data that is to be transferred outside the European Economic Area on request and
  - b) comply with any reasonable instructions notified to it by Plus Dane ; and
  - c) comply with all the provisions of Chapter V of the GDPR.

#### 4. TERMINATION

- 4.1 This Agreement will terminate automatically on the end date given in clause 1.3 above and comes to an end pursuant to the termination provisions of that Contract
- 4.2 In the event of a breach of any term of this Agreement by either party, the other party shall be entitled to terminate the agreement on 24 hours written notice (which may be given by hard copy letter or by email to the other party's Nominated Officer).
- 4.3 On satisfactory completion of the Services or on termination of this Agreement [insert third-party organisation name] shall:
- (a) either forthwith return to Plus Dane all copies of the Personal Data which it is processing or has processed on behalf of Plus Dane , or securely destroy/ dispose of and/or securely delete (where in electronic form) the same within 7 days of being requested to do so and shall confirm compliance in writing; and
  - (b) shall cease processing any Personal Data on behalf of Plus Dane .

#### 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 the other party may incur arising out of any breach of this Agreement.

**6. GOVERNING LAW**

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

**SIGNED**

By [insert name], [insert job title, department]

For and on behalf of

Plus Dane Housing Limited

**SIGNED**

By [insert name, job title]

For and on behalf of

[insert third-party organisation name]