

DATA PROCESSING AGREEMENT

THE SCHOOL

and

IPI Teoranta / LIVING SHAMROCK / DESIGN – A -  
CARD

AGREEMENT DATED September 1<sup>st</sup> 2018

BETWEEN:

- (1) **THE SCHOOL** of THE SCHOOL ("School"); (the "Controller") and
- (2) IPI Teoranta / Living Shamrock / Design a card having its registered office at Unit 3 Blyry Industrial Estate, Athlone, Co. Westmeath, Ireland (the "Processor").

#### BACKGROUND

- (A) This Agreement is to ensure there is in place proper arrangements relating to personal data passed from THE SCHOOL to the Processor.
- (B) This Agreement is compliant with the requirements of Article 28 of the General Data Protection Regulation.
- (C) The parties wish to record their commitments under this Agreement.

IT IS AGREED AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATION

In this Agreement:

"Data Protection Laws" means the Data Protection Act 1998, together with successor legislation incorporating GDPR;

"Data" means personal data passed under this Agreement, being in particular pupil name, class and first name;

"GDPR" means the General Data Protection Regulation;

"Services" means creating and managing a school art project for the purposes of fundraising. The final product is a printed product containing pupils art.

#### 2. DATA PROCESSING

THE SCHOOL is the data controller for the Data and the Processor is the data processor for the Data. The Data Processor agrees to process the Data only in accordance with Data Protection Laws and in particular on the following conditions:

- a. the Processor shall only process the Data (i) on the written instructions from THE SCHOOL (ii) only process the Data for completing the Services and (iii) only process the Data in the EU with no transfer of the Data outside of the EU (Article 28, para 3(a) GDPR);
- b. ensure that all employees and other representatives accessing the Data are (i) aware of the terms of this Agreement and (ii) have received comprehensive training on Data Protection Laws and related good practice, and (iii) are bound by a commitment of confidentiality (Article 28, para 3(b) GDPR);

- c. THE SCHOOL and the Processor have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with Article 32 of GDPR, details of those measures are set out under Part A of the Annex to this Agreement (Article 28, para 3(c) GDPR);
- d. the Processor involve a permitted third party partner in processing the Data for the purposes of performing/producing the final product. (Data Processors” or “Sub-Processors”) (Article 28, para 3(d) GDPR);
- e. taking into account the nature of the processing, assist THE SCHOOL by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of THE SCHOOL’ obligation to respond to requests from individuals exercising their rights laid down in Chapter III of GDPR – rights to erasure, rectification, access, restriction, portability, object and right not to be subject to automated decision making etc (Article 28, para 3(e) GDPR);
- f. assist THE SCHOOL in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR – security, notification of data breaches, communication of data breaches to individuals, data protection impact assessments and when necessary consultation with the ICO etc, taking into account the nature of processing and the information available to the Processor (Article 28, para 3(f) GDPR);
- g. at THE SCHOOL’ choice safely delete or return the Data at any time. [It has been agreed that the Processor will in any event securely delete the Data at the end of the Services]. Where the Processor is to delete the Data, deletion shall include destruction of all existing copies unless otherwise a legal requirement to retain the Data. Where there is a legal requirement the Processor will prior to entering into this Agreement confirm such an obligation in writing to THE SCHOOL. Upon request by THE SCHOOL the Processor shall provide certification of destruction of all Data (Article 28, para 3(g) GDPR);
- h. make immediately available to THE SCHOOL all information necessary to demonstrate compliance with the obligations laid down under this Agreement and allow for and contribute to any audits, inspections or other verification exercises required by THE SCHOOL from time to time (Article 28, para 3(h) GDPR);
- i. arrangements relating to the secure transfer of the Data from THE SCHOOL to the Processor and the safe keeping of the Data by the Processor are detailed under Part A of the Annex.
- j. maintain the integrity of the Data, without alteration, ensuring that the Data can be separated from any other information created; and
- k. immediately contact THE SCHOOL if there is any personal data breach or incident where the Data may have been compromised.

3. Termination

THE SCHOOL may immediately terminate this Agreement on written notice to the Processor. The Processor may not terminate this Agreement without the written consent of THE SCHOOL.

4. General

- a. This Agreement may only be varied with the written consent of both parties.
- b. For the purposes of this Agreement the representatives of each party are detailed under Part B of the Annex.
- c. This Agreement represents the entire understanding of the parties relating to necessary legal protections arising out of their data controller/processor relationship under Data Protection Laws.
- d. This Agreement is subject to EU/Irish law and the exclusive jurisdiction of the Irish Courts.

For and on behalf of THE SCHOOL

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For and on behalf of IPI Teoranta / LIVING SHAMROCK / DESIGN – A - CARD

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## ANNEX

### Part A

#### Compliance with Article 32, para 1 of GDPR

1. Consideration of anonymisation, pseudonymisation and encryption.

*The personal/sensitive data is being encrypted at source in the database using symmetric keys. This ensures that even in the event of direct access to the database by an unauthorized user, such data will still be inaccessible.*

*In the event that the data needs to be analysed for the purpose of identifying system issues, all data will be immediately anonymised using masking software prior to it being transferred from its host server.*

2. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and related services.

*Access to the system that store the personal/sensitive data is limited to those with the appropriate access rights.*

3. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

*Our system runs a backup on a second VM in the unlikely event of an incident. This data is encrypted at source and only available to authorized processors.*

4. A process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures for ensuring the security of the processing.

*Backups are checked quarterly to confirm the data encryption at source is working as expected.*

#### Compliance with Article 32, para 2 of GDPR

5. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to data transmitted, stored or otherwise processed.

*The pupils information is inputted into the platform. All pupil data is encrypted and only THE SCHOOL user and Living Shamrock have access to the data. Data files used for the final product are automatically created and deleted after use.*

*Files exported which contain personal/sensitive data are being password protected to avoid unauthorised access*

## **ANNEX**

### **Part B**

THE SCHOOL Representative shall be [*insert details*] or such other person as shall be notified by THE SCHOOL [*insert details*].

The Processor Representative shall be [*Arlene Mullins*] or such other person as shall be notified by the Processor [*Living Shamrock / Design-a-Card*].