



**Oxford  
Security Services**

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Dear, Sir/Madam

As you know, with effect from 25 May 2018 changes are going to be made to the way organisations deal with personal data. You process information about individuals on our behalf in connection with the services you provide to us, and we are therefore writing to you to set out the way in which data protection, data privacy and data security provisions will need to be adapted to ensure compliance with the changes to data protection law.

We ask that you review the content of this letter and the attachment and ideally evidence your agreement to the arrangements by signing a copy of the letter and attachment and initialing each page. Once you have done this, please can you return the letter and attachment to us at [info@oxfordsecurityservices.co.uk](mailto:info@oxfordsecurityservices.co.uk).

Agreement to the terms will take effect from the date when you sign the letter and attachment. If we do not hear from you to indicate you do not agree to the terms of this letter and the attachment, and you continue to use our services, we will take this as your acceptance of the terms outlined.

If you have any queries concerning the content of this letter or the attachment, then please contact me to discuss matters.

Yours sincerely

Matthew Collaire

Compliance Administrator

I confirm agreement to the terms below:

Signed \_\_\_\_\_

Name \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

## P64.1 Data Processing Agreement

### INTRODUCTION AND SCOPE

- a) The terms of this Data Processing Agreement will apply to all work undertaken, services provided or any other situation in which personal data needs to be passed between us, with effect from 25 May 2018.
- b) Definitions set out in any other agreement between us, shall also apply in this Data Processing Agreement unless the context otherwise expressly requires.
- c) All references in this Data Processing Agreement to clauses are to the clauses in this Data Processing Agreement unless otherwise stated.
- d) All references to “the Client” in this Data Processing Agreement shall mean:  
  
Of:
- e) All references to “the Supplier” in this Data Processing Agreement shall mean Oxford Security services Ltd - of – Clarendon Business Centre – Sandford Gate – Oxford – OX4 6LB - registered in England with company number 11544891.

### DEFINITIONS AND INTERPRETATIONS

In this Data Processing Agreement, the following definitions shall apply:

**“Agreement”** means the agreement between the Client and the Supplier (whether in writing or otherwise) for the provision of Services (as agreed between us) which may require the Supplier to process Personal Data on behalf of the Client.

**“Client Data”** any Personal Data provided to the Supplier by the Client for processing in accordance with the terms of the Agreement.

**“Controller”** means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the controller) may be designated by those laws.

**“Data Subject”** means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of the Agreement and this Data Processing Agreement, this may include an individual whose details are provided to the Supplier by the Client as part of the Client Data.

**“GDPR”** means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time,

including by the GDPR and laws implementing or supplementing GDPR.

**“Personal Data”** shall have the meaning set out in the GDPR specifically this means any information relating to a Data Subject; 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 natural person.

**“Privacy and Data Protection Requirements”** all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction, including, if relevant, the GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

**“Processor”** means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.

**“Sub-processor”** means a natural or legal person,

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public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

**"Supervisory Authority"** means an independent public authority which is established by a Member State pursuant to Article 51 of GDPR.

### 1. GENERAL

1.1 Both parties warrant that they will comply with their respective obligations under the Privacy and Data Protection Requirements and the terms of this Data Processing Agreement.

1.2 For the purpose of this Data Processing Agreement, the Client is the Controller and the Supplier is the Processor.

### 2. CONTROLLER OBLIGATIONS IN RELATION TO PROCESSING OF CLIENT DATA

2.1 The Client warrants and represents that all instructions provided to the Supplier in relation to the processing of Client Data are lawful and shall as a minimum include:

- (a) the nature and purpose of the processing of the Client Data;
- (b) the types of Personal Data to be processed; and
- (c) the categories of Data Subjects to whom the Personal Data relates.

2.2 The Client shall only provide instructions to the Supplier that are in accordance with the terms of the Agreement and this Data Processing Agreement. Such instructions shall be limited to the subject matter of the relevant Services under the Agreement.

2.3 The Client acknowledges that as Controller it is solely responsible for determining the lawful processing condition upon which it shall rely in providing instructions to the Supplier to process Client Data for the purposes of carrying out the Services as set out in the Agreement.

2.4 The parties acknowledge and accept that processing of EEA resident Personal Data

shall be lawful only if and to the extent that either an exemption or at least one of the following conditions applies:

- (a) the Data Subject has given consent to the processing of his or her Personal Data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the Controller is subject;
- (d) processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller; or
- (f) processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.

### 3. PROCESSOR OBLIGATIONS IN RELATION TO THE PROCESSING OF CLIENT DATA

3.1 To the extent that the performance of the Supplier's obligations, and any supporting and/or ancillary activities, involves processing Client Data, the Supplier acting as Processor shall:

- (a) only carry out processing of Client Data in accordance with the Client's documented instructions and shall immediately inform the Client if, in the Supplier's opinion, any instruction given by the Client to the Supplier infringes Privacy and Data Protection Requirements;
- (b) notify the Client without undue delay of any requests received from a Data

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Subject exercising their rights under Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the Client by taking appropriate technical and organisational measures with fulfilling its obligations in respect of Data Subject rights under Privacy and Data Protection Requirements, including responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;

- (c) take all security measures required in accordance with Privacy and Data Protection Requirements (including where relevant, Article 32 GDPR), and at the request of the Client provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against unauthorised or unlawful processing and accidental loss; and detect and report Personal Data breaches without undue delay;
- (d) where relevant for the processing of EEA resident Client Data and taking into account the nature of the processing and the information available to the Supplier use all measures to assist the Client in ensuring compliance with the Client's obligations to:
  - i. keep Personal Data secure (Article 32 GDPR);
  - ii. notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
  - iii. advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);
  - iv. carry out data protection impact assessments (Article 35 GDPR); and
  - v. consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).

- (e) without undue delay, inform the Client of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Client Data transmitted, stored or otherwise processed. The Supplier accepts and acknowledges that the Client shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by the Supplier under Privacy and Data Protection Requirements, including but not limited to any communications with a Supervisory Authority. The Supplier agrees not to act in any way upon such disclosure without the prior written consent of the Client;
- (f) make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this Data Processing Agreement and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client as set out in clause 5; and
- (g) in addition to the confidentiality obligations contained within the Agreement, ensure that persons authorised to process the Client Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.2 On expiry or termination of the Agreement, the Supplier shall immediately cease to use Client Data and shall arrange for its safe return or destruction as shall be required by the Client.

### 4. AUDIT RIGHTS

4.1 Upon the Client's reasonable request, the Supplier agrees to provide the Client with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this Data Processing Agreement) which will enable it to verify and monitor the Supplier's compliance with its data protection and security obligations under the terms of this Data Processing Agreement, within 14 days of

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receipt of such request, and to notify the Client of the person within the Supplier's organisation who will act as the point of contact for provision of the information required by the Client.

- 4.2 Where, in the reasonable opinion of the Client, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR, the Client will be entitled, upon reasonable prior written notice to the Supplier and upon reasonable grounds, to conduct an on-site audit of the Supplier's premises used in connection with the Service, in order to confirm compliance with its data protection and security obligations under this Data Processing Agreement.

### 5. USE OF SUB-PROCESSORS

- 5.1 [The Supplier may not authorise any third party or Sub-processor to process Personal Data.]

[OR]

[The Client provides their consent for the Supplier to use Sub-processors in the delivery of the Service. Where the Supplier uses third party Data Suppliers or any other third party and where they are acting as a Sub-processor in relation to the Client Data the Supplier shall:

- (a) in relation to EEA resident Personal Data, enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this Data Processing Agreement to the extent applicable to the nature of the services provided by such Sub-processor, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR; shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this Data Processing Agreement; and
- (b) where required by law, the Supplier shall inform the Client of any intended changes concerning the addition or replacement of a Sub-

processor with access to Client Data and give the Client the opportunity to object to such changes.]

### 6. TRANSFERS OF EEA RESIDENT PERSONAL DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

- 6.1 The Supplier shall not cause or permit any Client Data belonging to an EEA resident to be transferred outside of the EEA unless such transfer is necessary for the purposes of the Supplier carrying out its obligations under the Agreement in which case, the provisions of this clause 6 shall apply.
- 6.2 **Transfer subject to adequate safeguards:** Subject to clauses 6.3, if an EEA resident's Personal Data is to be processed outside of the EEA, the Supplier agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR to lawfully transfer the Personal Data to a third country.
- 6.3 **Transfers based on adequacy decisions:** Clause 6.2 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.

### 7. SECURITY

- 7.1 For the avoidance of doubt, both parties acknowledge that any provisions in relation to User IDs and passwords used in connection with the Service under the Agreement shall remain unchanged and in full force and effect.

### 8. TERM AND TERMINATION

- 8.1 This Data Processing Agreement will remain in full force and effect so long as:
- (a) the Agreement remains in effect; or
- (b) the Supplier retains any Personal Data related to the Agreement in its possession or control ("**Term**").
- 8.2 Any provision of this Data Processing Agreement that expressly or by implication should come into or continue in force on or after termination of the Agreement in order to protect Personal Data will remain in full force and effect.

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- 8.3 The Supplier's failure to comply with the terms of this Data Processing Agreement is a material breach of the Agreement. In such event, the Client may terminate the Agreement or any part of the Agreement authorising the processing of Personal Data (as the case may be) effective immediately on written notice to the Supplier without further liability or obligation.
- 8.4 If a change in the Privacy and Data Protection Requirements prevents either party from fulfilling all or part of its Agreement obligations, the parties will suspend the processing of Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Privacy and Data Protection Requirements, they may terminate the Agreement on written notice to the other party.

### 9. LIABILITY

- 8.1 Neither party excludes or limits its liability in respect of the terms of this Data Processing Agreement.

### 9. MISCELLANEOUS

- 9.1 This Data Processing Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and subject to any dispute resolution procedure as set out in the Agreement, both parties submit to the exclusive jurisdiction of the English Courts.
- 9.2 A person who is not a party to this Data Processing Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce the provisions of this Data Processing Agreement.
- 9.3 Where applicable, the parties agree that if, upon review following GDPR coming into force, the provisions of this Data Processing Agreement do not comply with GDPR then both parties agree to cooperate in good faith to renegotiate the terms of this Data Processing Agreement to ensure compliance with GDPR.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Initial \_\_\_\_\_

Issue 1, September 2018

Date \_\_\_\_\_