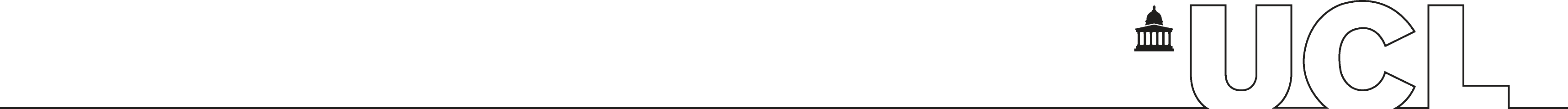
### LONDON’S GLOBAL UNIVERSITY



# Data Processing Agreement

Agreement between

**University College London (UCL)**

and

**[INSERT NAME OF DATA PROCESSOR] Limited**

|  |  |
| --- | --- |
| Date this agreement comes into force: |  |
| Date by which this agreement should be reviewed: | Six months after coming into force, then annually |
| Agreement owner: |  |
| Location of signed agreement: |  |
| Protective marking: |  |

## Purpose

1. This agreement establishes the terms and conditions under which UCL will provide [INSERT DETAILS OF DATA TO BE PROCESSED] data to [INSERT NAME OF DATA PROCESSOR] (**“Data Processor”**).
2. UCL has appointed the Data Processor to provide services as set out in [INSERT DETAILS OF MAIN AGREEMENT].

## Parties to this agreement

1. This agreement is between UCL and the Data Processor.

## Terms of the agreement

1. The terms of this agreement can only be changed by a written modification of the agreement by the signatories to the agreement or their designated representatives, or by the parties adopting a new agreement in place of this agreement.
2. This agreement may be terminated by either party at any time for any reason upon 28 days written notice. Upon such notice, UCL will notify the Data Processor to destroy or return such data at their expense. Data must be destroyed in a safe and secure manner.

## Information to be shared under this agreement

1. UCL agrees to share with the Data Processor, in accordance with this agreement terms and for the purpose described in paragraph 2, [INSERT EXAMPLES OF DATA BEING SHARED].

## Constraints on the use of this information

1. The Data Processor may use the information covered by this agreement only for the purposes outlined in paragraph 2 of this agreement.
2. Except as UCL shall authorise in writing, the Data Processor shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the information covered by this agreement to persons outside of the Data Processor unless these persons are subject to an agreed data protection agreement which affords the same protection as this agreement.
3. The Data Processor agrees that personal data covered by this agreement will not be processed in a country or territory outside of the European Economic Area without the prior consent of UCL.
4. The Data Processor agrees that access to the information covered by this agreement shall be limited to the minimum number of individuals who need the access to the information to perform this agreement.
5. The Data Processor agrees to only process the information covered by this agreement in line with instructions issued by UCL.
6. The parties mutually agree that any derivative data or file(s) that is created from the original data may be retained by the Data Processor until the work purpose specified above has been completed. At the completion of the work purpose specified the data must be destroyed and, until such time, the Data Processor is authorised to keep the data on its premises in a secure area.
7. The Data Processor may not reuse UCL information for any other purpose than those outlined in this agreement.
8. UCL agrees that the Data Processor may publish or cause others to publish in any medium reports (including, but not limited to, journal articles and conference presentations) derived from the information covered by this agreement on condition that such reports to not contain any personal data or any information that might allow a living person to be identified.

## Data protection and human rights

1. This agreement fulfils the requirements of sections 29(3) and 35(2) of the Data Protection Act 1998 and article 8 of the Human Rights Act.
2. The use and disclosure of any Personal Data shall be in accordance with the obligations imposed upon the parties to this Agreement by the Data Protection Act 1998 and the Human Rights Act 1998 which obligations will be reflected in all relevant codes of practice or data protection operating procedures adopted by the parties to this Agreement.
3. The parties agree and declare that the personal data will be used and processed with regard to the rights and freedoms enshrined within the European Convention on Human Rights and specifically Article 8 (1) which provides a right to respect for private and family life, home and correspondence. Further, the parties agree and declare that the provision of information as set out in this agreement is proportional having regard to the purpose described in paragraph 2, the steps taken in order to maintain a high degree of confidentiality and security and that any interference is justified under article 8(2).
4. UCL retains all ownership rights to the information provided to the Data Processor under this agreement.
5. The Data Processor will be designated as custodians of the information provided by UCL and will be responsible for complying with all conditions of use, and for the establishment and maintenance of appropriate security arrangements to prevent unauthorised use and/or disclosure of the information provided under this agreement.
6. The Data Processor recognises that UCL has obligations relating to the security of data in its control under the Data Protection Act 1998. The Data Processor will continue to apply those relevant obligations as detailed below on behalf of UCL during the term of this Agreement.

## Roles and responsibilities under this agreement

1. UCL and the Data Processor will appoint a single point of contact (SPOC) who will work together jointly to solve problems associated with the transfer of information under this agreement.
2. The Data Processor will provide appropriate administrative, technical, and physical safeguards to ensure the confidentiality and security of the data and prevent unauthorised use or access to it. UCL information must not be transmitted by remote access unless secure protection mechanisms are used.
3. If the Data Processor becomes aware of the theft, loss or compromise of any device used to transport, access or store UCL information, the Data Processor must immediately report the incident to the UCL Agreement owner.
4. Upon request the authorised representatives of UCL will be granted access to the premises where the data is kept by the Data Processor for the purpose of confirming that appropriate security requirements are in place.
5. In the event that the UCL determines or has a reasonable cause to believe that the Data Processor has disclosed or may have used or disclosed any part of the data other than as authorised by this agreement, UCL may require the Data Processor to:
   1. promptly investigate and report to UCL the findings regarding any alleged or actual unauthorised use or disclosure;
   2. promptly resolve any problems identified by the investigation;
   3. if requested by UCL, submit a formal response to an allegation of unauthorised disclosure; and
   4. if requested, return the data files to UCL.
6. If UCL reasonably determines or believes that unauthorised disclosures of the data in the possession of the Data Processor has taken place, UCL may refuse to release further data to the Data Processor for a period of time to be determined by UCL or may terminate this Agreement.

## Disputes

1. In the event of any dispute or difference arising between the parties out of this agreement, the parties will meet in an effort to resolve the dispute or difference in good faith.
2. This agreement is subject to English law and the jurisdiction of the English courts. The parties will, with the help of a Centre for Dispute Resolution, seek to resolve disputes between them by alternative dispute resolution. If the parties fail to agree within 56 days of the initiation of the alternative dispute resolution procedure, then the parties shall be at liberty to commence litigation.

## Declaration

1. The parties agree to abide by the terms and conditions of this agreement. In doing so, they agree that they are fully compliant with the relevant provisions of the 1998 Data Protection Act, and agree to abide by the specific provisions as set out within this agreement.

Signed on behalf of the   
UCL

Name (print):

Job title:

Date:Signed on behalf of   
[INSERT NAME OF DATA PROCESSOR]

Name (print):

Job title:

Date: