

**This Data Processing Agreement ("Agreement") forms part of the
Contract for Services between:**

Data Controller name and address

(the "Customer"); and

Stanley Baker Studios Ltd

SBS House, Tyler Street

Harwich CO12 4SB

(the "Data Processor")

(together as the "Parties")

WHEREAS

(A) The Customer acts as a Data Controller.

(B) The Customer wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework (and any successor legislation) in relation to data processing and with the UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) (UK GDPR) and the Data Protection Act 2018 (DPA).

(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "**Agreement**" means this Data Processing Agreement and all Schedules;

1.1.2 "**Customer Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of the Customer pursuant to or in connection with the Contract for Services;

1.1.3 "**Contracted Processor**" means a Sub-processor; Data Processing Agreement

1.1.4 "**Data Protection Laws**" means UK Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 "**EEA**" means the European Economic Area;

1.1.6 "**UK Data Protection Laws**" means UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) (UK GDPR) and the Data Protection Act 2018 (DPA) and as amended, replaced or superseded from time to time, including by the UK GDPR and laws implementing or supplementing the UK GDPR;

1.1.7 "**UK GDPR**" means United Kingdom General Data Protection Regulation (Retained Regulation (EU) 2016/679).

1.1.8 "**Data Transfer**" means:

1.1.8.1 a transfer of Customer Personal Data from the Customer to a Contracted Processor; or

1.1.8.2 an onward transfer of Customer Personal Data from a Contracted Processor to a Sub-contracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9 "**Services**" means the portrait and group photography services the Customer provides.

1.1.10 "**Sub-processor**" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Customer in connection with the Agreement.

1.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the UK GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data

2.1 Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and

2.1.2 not Process Customer Personal Data other than on the relevant Customer's documented instructions.

2.2 The Customer instructs the Processor to process Customer Personal Data.

3. Processor Personnel

3.1 Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Contract for Services, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the UK GDPR.

4.2 In assessing the appropriate level of security, the Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Sub-processing

5.1 The Processor shall not appoint (nor disclose any Customer Personal Data to) any sub-processor unless required or authorized by the Customer. The Processor has entered into or will enter into written agreements with its sub-processors, incorporating terms which are the same or substantially similar to those set out in this agreement.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, the Processor shall assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify the Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of the Customer or as required by Applicable Laws to which the Processor is subject, in which case the Processor shall to the extent permitted by Applicable Laws and this Data Processing Agreement, inform the Customer of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

7.1 The Processor shall notify the Customer without undue delay upon the Processor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing the Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 The Processor shall co-operate with the Customer and take reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

The Processor shall provide reasonable assistance to the Customer with any Data Protection Impact Assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Customer reasonably considers to be required by article 35 or 36 of the UK GDPR or equivalent provisions of any other Data Protection Law, in each

case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Customer Personal Data

9.1 Subject to this section 9 Processor shall promptly and in any event within 30 days of the date of cessation of any Services involving the Processing of Customer Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Customer Personal Data.

9.2 The Processor shall provide written certification to the Customer that it has fully complied with this section 9 within 30 days of the Cessation Date.

10. Audit rights

10.1 Subject to this section 10, Processor shall make available to the Customer on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of the Customer Personal Data by the Contracted Processors.

10.2 Information and audit rights of the Customer only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1 The Processor may not transfer or authorize the transfer of Personal Data to countries outside the UK, unless these countries are covered by UK 'adequacy regulations', or the Customer has provided specific or general written authorisation to the transfer and the 'appropriate safeguards' are put in place by the Processor.

12. General Terms

12.1 **Confidentiality.** Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("**Confidential Information**") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

12.2 **Notices.** All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of England and Wales (including disputes and claims).

Signatures

Data Controller

Customer Name: _____

Signature _____

Name: _____

Title: _____

Date Signed: _____

Data Processor

Customer Name: **Stanley Baker Studios Ltd (Customer no 01800855)**

Signature:



Name: Andy Brown

Title: Managing Director

Date Signed: 05/07/2023

Schedule 1

Processing, Personal Data and Data Subjects

Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Stanley Baker Studios Ltd is the Processor.						
Subject matter of the processing	The processing is necessary to ensure the Processor can effectively deliver the contract providing portrait and group photography services.						
Duration of the processing	The Personal Data shall be processed by the Processor for the Term of this agreement and will be anonymised or deleted 60 days after the agreement expiring, unless a further retention period is required by law.						
Nature and purposes of the processing	The Processor may process Personal Data controlled by the Customer relating to students and employees, as required to provide effective portrait and group photography services.						
Type of Personal Data	<p>Students</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Identity data</td> <td> <ul style="list-style-type: none"> • First and last name • Class name • Management Information System (MIS) number </td> </tr> </table> <p>Employees (Class Teachers / Administrator)</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Identity data</td> <td> <ul style="list-style-type: none"> • First and last name • Class name </td> </tr> <tr> <td>Contact data</td> <td> <ul style="list-style-type: none"> • Work email address </td> </tr> </table>	Identity data	<ul style="list-style-type: none"> • First and last name • Class name • Management Information System (MIS) number 	Identity data	<ul style="list-style-type: none"> • First and last name • Class name 	Contact data	<ul style="list-style-type: none"> • Work email address
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Contact data	<ul style="list-style-type: none"> • Work email address 						
Type of Special Category Data	None						
Categories of Data Subject	<ul style="list-style-type: none"> • Students • Employees (Class Teachers / Administrator) 						

International transfers and legal gateway	The Processor may not transfer or authorize the transfer of Personal Data to countries outside the UK, unless these countries are covered by UK 'adequacy regulations', or the Customer has provided explicit written consent to the transfer and the 'appropriate safeguards' are put in place by the Processor.
Return or destruction of the data	Personal Data shall be processed by the Processor for the Term of this agreement and will be anonymised or deleted 60 days after the agreement expiring, unless a further retention period is required by law.