



DATA PROCESSOR AGREEMENT

BETWEEN

Mellor Primary School, Knowle Road, Stockport, SK6 5PL

and

South Cheshire Studios Ltd., 25 The Precinct, Romiley, Stockport SK6 4EA

BACKGROUND

- (A) Mellor Primary School appointed South Cheshire Studios Ltd as its sub-contractor for the school photographic service, giving parents the opportunity of purchasing individual, sibling and family photos and related products, and enabling the school to digitally record individual children, a class, group, staff or whole school image.
- (B) In order to perform the Services, South Cheshire Studios Ltd will require certain Personal Data to be made available to it by Mellor Primary School.
- (C) This Agreement is in order to regulate the provision and use of Personal Data that South Cheshire Studios Ltd will be processing.

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:

"Main Contract"	the contract between <u>Mellor Primary School</u> and South Cheshire Studios Ltd setting out the terms and conditions for the services to be provided by South Cheshire Studios;
"Data Subject"	an individual who is the subject of personal data;
"Personal Data"	data which relate to a living individual who can be identified from that data, or from those data and other information which is in the possession of, or is likely to come into the possession of, <u>Mellor Primary School</u> or South Cheshire Studios Ltd. The personal data to be processed under this agreement consists of a Data Subject's unique admission number, full name, gender and date of birth;
"Services"	the services to be carried out by South Cheshire Studios Ltd under the terms of the Main Contract.

- 1.2 This Agreement shall continue in full force and effect for the same period as the Main Contract, unless terminated by either party.

2. OBLIGATIONS OF MELLOR PRIMARY SCHOOL

- 2.1 Mellor Primary School shall provide the Personal Data to South Cheshire Studios Ltd, together with such other information as South Cheshire Studios Ltd may reasonably require, in order for South Cheshire Studios Ltd to provide the Services.

- 2.2 The instructions given by Mellor Primary School to South Cheshire Studios Ltd in respect of the Personal Data shall at all times be in accordance with the laws of the United Kingdom.
3. OBLIGATIONS OF SOUTH CHESHIRE STUDIOS LTD
- 3.1 South Cheshire Studios Ltd will process the Personal Data in compliance with The Data Protection Act 1998.
- 3.2 South Cheshire Studios Ltd undertakes that it shall process the Personal Data strictly in accordance with Mellor Primary School's instructions for the processing of that personal data.
- 3.3 South Cheshire Studios Ltd will process the Personal Data in order to link an image with each individual i.e. full name, class and unique reference number to allow the images to be merged into the School Information Management System.
- 3.4 South Cheshire Studios Ltd will treat the personal data, and any other Information provided by Mellor Primary School, as confidential and will ensure that access to the Personal Data is limited to only those employees who require access to it for the purposes of South Cheshire Studios Ltd carrying out the permitted processing and complying with its obligations under this Agreement.
- 3.5 South Cheshire Studios Ltd will ensure that only such of its employees who may be required by it to assist it in meeting its obligations under the Agreement shall have access to the Personal Data. South Cheshire Studios Ltd will ensure that all such employees have undergone training in the law of data protection, their duty of confidentiality under contract and in the care and handling of Personal Data.
- 3.6 South Cheshire Studios Ltd agrees to assist Mellor Primary School promptly with all subject information requests which may be received from the data subjects of the Personal Data and within its service level target of 21 days.
- 3.7 South Cheshire Studios Ltd will not share the Personal Data to any third party unless the disclosure is required by law or required for the provision of the services under this agreement.
- 3.8 South Cheshire Studios Ltd 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.
- 3.9 South Cheshire Studios Ltd will not keep the personal data on any laptop or other removable drive or device unless that device is protected by being fully encrypted, and the use of the device or laptop is necessary for the provision of the services under this agreement.
- 3.10 South Cheshire Studios Ltd will notify Mellor Primary School of any information security incident that may impact the processing of the Personal Data covered by this agreement within two working days of discovering, or becoming aware of, any such incident.
- 3.11 On satisfactory completion of the service South Cheshire Studios Ltd will ensure that the personal data is securely removed from their systems and any printed copies securely destroyed. In complying with this clause, electronic copies of the personal data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software that meets HM Government standards. Any hard copy will be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
4. THIRD PARTY RIGHTS
The Data Subject is hereby entitled to enforce the terms and conditions of this Agreement as a third party beneficiary.
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 a party may incur arising out of any breach of this Agreement howsoever arising for which the other party may be liable.
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 on behalf of South Cheshire Studios Ltd

 8/1/16

SIGNED on behalf of Mellor Primary School