

DATA PROCESSING AGREEMENT

This is an Agreement that sets out the terms and conditions under which personal data held by the specified 'Data Controller' will be processed by the specified 'Data Processor'. This agreement is entered into with the purpose of ensuring compliance with the Data Protection Act 1998 and the General Data Protection Regulation (Regulation (EU) 2016/679). Any processing of data must comply with the provisions of the relevant laws.

THE PARTIES

This Agreement is between:

(1) The Mayor and Burgesses of the London Borough of Enfield

Civic Centre, Enfield, EN1 3XA

"the Data Controller"

And

(2) Kingdom Securities Ltd

Kingdom House, 1 Woodlands Park, Ashton Road, Newton-le-Willows
WA12 0HF

"the Data Processor"

RECITALS

- (A) The Data Controller will access professional services from the Data Processor with regards to all processed Personal Data in associated with the delivery of services outlined in the Litter Enforcement Contract between the parties.
- (B) In order to perform services on the Data Controller's behalf, the Data Processor will require certain Personal Data to be made available to it by the Data Controller.
- (C) The Data Controller is required to put in place an agreement between the Data Controller and any organisation which processes Personal Data on its behalf governing the processing of that data.
- (D) The parties wish to enter into this Agreement in order to regulate the provision and use of Personal Data that the Data Processor will be processing on behalf of the Data Controller.

1. DEFINITIONS AND INTERPRETATION

The following words and phrases used in this Agreement shall have the following meanings except where the context otherwise requires:

- “Data Controller” means, a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be processed.
- “Data Processor” in relation to personal data, means any person (other than an employee of the data controller) who processes the data on behalf of the data controller.
- “Data Subject” means an individual who is the subject of the Personal Data.
- “Personal Data” means data which relate to a living individual (“natural person”) 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, the Data Controller or Data Processor.
- “Services” means the services to be carried out by the Data Processor under the terms of the Agreement.

2. OBLIGATIONS OF THE DATA CONTROLLER

- 2.1 The Data Controller shall provide the Personal Data to the Data Processor together with such other information as the Data Processor may reasonably require in order for the Data Processor to provide the Services.
- 2.2 The instructions given by the Data Controller to the Data Processor in respect of the Personal Data shall at all times be in accordance with the law.

3. OBLIGATIONS OF THE DATA PROCESSOR

- 3.1 The Data Processor will process the Personal Data in compliance with the relevant laws and regulations.
- 3.2 The Data Processor undertakes that it shall process the Personal Data strictly in accordance with the Data Controller's instructions for the processing of that personal data.

- 3.3 The Data Processor is to act only on instructions from the Data Controller.
- 3.4 The Data Processor will process the Personal Data for fulfilment of the Data Processor's obligations under the Litter Enforcement Contract.
- 3.5 The data processor will process data purely for the purpose outlined in 3.4 only and will not retain or process data for any other purposes.
- 3.6 The Data Processor will not disclose the Personal Data to a third party in any circumstances other than at the specific written request of the Data Controller, unless the disclosure is required by law.
- 3.7 The Data Processor will not sub-contract any of the processing without explicit written agreement from the Data Controller. Where such written agreement is provided, the Data Processor will ensure that any sub-contractor it uses to process the Personal Data complies with the terms of this Agreement.
- 3.8 The data processing required in order to carry out the Services will be conducted in accordance with the following conditions:
- Personal Data will not be processed to support measures or decisions with respect to particular individuals.
 - Personal Data will not be processed in such a way that substantial damage or substantial distress is, or is likely to be, caused to any data subject.
 - Where data contains Personal Data relating to vulnerable adults or persons under 18 years of age the Data Processor agrees to abide by the conditions of the Child Protection Act and the Care Act (2014) and additionally ensure those processing the data have a valid 'Disclosure and Barring Service' check.

4. SECURITY

- 4.1 The Data Processor 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.
- 4.2 The Data Processor shall ensure that measures are in place to do everything reasonable to:
- make accidental compromise or damage unlikely during storage, handling, use, processing, transmission or transport;

- deter and detect deliberate compromise or opportunist attack, and;
 - promote discretion in order to avoid unauthorised access.
- 4.3 The Data Processor will not keep Personal Data on any laptop or 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. Where this is necessary, the Data Processor will keep an audit trail of which laptops/devices the personal data are held on.
- 4.4 The Data Controller reserves the right upon giving reasonable notice and within normal business hours to carry out compliance and information security audits of the Data Processor in order to satisfy itself that the Data Processor is adhering to the terms of this Agreement.
- 4.5 Where a sub-contractor is used, the Data Processor agrees that the Data Controller may also, upon giving reasonable notice and within normal business hours, carry out compliance and information security audits and checks of the sub-contractor to ensure adherence to the terms of this Agreement. Failure to provide appropriate guarantees in respect of adequate security measures will result in termination of the contract.
- 4.6 The Data Processor will notify the Data Controller of any information security incident that may impact on the processing of the Personal Data covered by this Agreement within one working day of discovering, or becoming aware of any such incident. Following the report of the incident, the Data Processor will co-operate with the Data Controller as required, including producing communication to affected persons, notices to the regulatory bodies, carrying out a risk assessment and identifying any corrective action required. The Data Processor will co-operate with the Data Controller in implementing any required corrective action agreed between the parties.
- 4.7 On satisfactory completion of the Service or on termination of this Agreement, the Data Processor will ensure that the Personal Data is securely removed from their systems and any printed copies securely destroyed.

5. CONFIDENTIALITY

- 5.1 The Data Processor will treat the Personal Data, and any other information provided by the Data Controller as confidential, and will ensure that access to the Personal Data is limited to only those employees who require access to it for the purpose of the Data Processor carrying out the permitted processing and complying with its obligations under this Agreement.
- 5.2 The Data Processor will ensure that only employees who may be required to assist it in meeting its obligations under the Agreement shall

have access to the Personal Data. The Data Processor will ensure that 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.

- 5.2 For the avoidance of doubt, the obligations of confidentiality imposed on the parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement.
- 5.3 The Data Processor will respect the privacy of individuals in any part of the Services requiring the use of Personal Data.
- 5.4 The Data Processor will take no steps to attempt to identify any person from the Personal Data or aggregate data by any data matching or other exercise except where required in order to provide the Services.

6. RELATIONSHIP BETWEEN THE PARTIES

- 6.1 The Data Processor shall give reasonable assistance as is necessary to the Data Controller in order to enable the Data Controller to:
 - Comply with request for subject access from the Data Subjects;
 - Respond to Information Notices served upon by the Information Commissioner;
 - Respond to complaints from Data Subjects;
 - Investigate any breach or alleged breach of the law.
- 6.2 The receipt by the Data Processor of any Subject Access Request to the Personal Data covered by this Agreement must be reported at the earliest opportunity to the Data Controller, who will arrange the relevant response to that request.
- 6.3 The Data Processor agrees to assist the Data Controller promptly with all subject information requests which may be received from the Data Subjects of the Personal Data within 21 days.
- 6.4 The Data Processor will notify the Data Controller immediately of any communication they receive from any person which suggests non-compliance with the law and the Data Processor will not do anything or enter into any communication about it or with the author of such communication unless expressly authorised by the Data Controller.

7. THIRD PARTY RIGHTS

- 7.1 The Data Subject is hereby entitled to enforce the terms and conditions of this Agreement as a third party beneficiary.

8. INDEMNITIES

- 8.1 Each party shall indemnify the other against all costs, expense (including legal expense), damages, loss (including 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.

9. DISPUTES

- 9.1 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.
- 9.2 This Agreement is subject to English Law and the jurisdiction of the English Courts.
- 9.3 The parties will seek the support of an independent arbitrator to resolve disputes. If the parties fail to agree within 56 days of the initiation of the dispute resolution procedure, then the parties shall be at liberty to commence litigation.

10. TERMINATION AND VARIATION

- 10.1 This Agreement will terminate on the completion of the Services.
- 10.2 The Data Controller may, at any time by notice in writing, terminate this Agreement forthwith if the Data Processor is in breach of any material obligation under this Agreement.
- 10.3 In the event that any party wishes to terminate this Agreement prior to the completion of the Services, that party shall serve a notice, in writing, to the offices of the other party of a date not less than 30 days from the date of the said notice, on which the party proposed to exit the Agreement.
- 10.4 In the event that either party wishes to vary any term of this Agreement that party will give notice, in writing to the offices of the other party, explaining the effect of and reason for the proposed variation. The parties shall within 30 days of receipt of such a notice meet to discuss the variation.
- 10.5 As the Data Controller of the Personal Data this Agreement covers, the Data Controller will have the final decision on any proposed variation to this Agreement.

DECLARATION

I agree to abide by the terms and conditions of this agreement. In doing so, I am aware of and understand the relevant provisions of the Data Protection Act 1998 and the General Data Protection Regulation (**Regulation** (EU) 2016/679), and I agree to abide by these provisions.

Signature of the Data Controller

Date

Signed by:

Signature of the Data Processor

Date

Signed by: