

# **CANALWAY EDUCATE TOGETHER**

## **WRITTEN THIRD PARTY SERVICE AGREEMENT**

In accordance with the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation (GDPR), the BoM of Canalway Educate Together requires this written third party service agreement to be in place with all our data processors

The GDPR requires that the BoM shall use only processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of GDPR and thus ensure the protection of the rights of the data subject

The BoM of Canalway Educate Together as data controller imposes the following minimum obligations on you as data processor:

1. To act only on the documented instructions of the data controller i.e. the BoM of Canalway Educate Together with regard to the subject-matter, the types of personal data processed, the documented purposes of the processing and the duration of the processing
2. To comply with the obligations imposed on data controllers by the Data Protection Acts 1988 to 2018 and the GDPR in order to ensure that appropriate steps are taken to ensure the confidentiality of the personal data being processed and to guard against the accidental destruction, damage or loss of personal data
3. To provide sufficient guarantees in respect of technical security measures and organisational measures governing the processing of the school's data
4. To provide an indemnity to the school Board of Management (BoM) for any breaches of the above legal conditions
5. To commit to the provision of assistance where appropriate to enable the school Board to comply with a data subject access request
6. To immediately contact the school principal Dermot Stanley, where there are any data security breaches in the data processor's company in order to facilitate the school BoM, as data controller, to take the required action in accordance with the GDPR regarding the data breach
7. To comply with the requirements of the Data Protection Policy of Canalway Educate Together attached hereto.
8. On termination of the contract between the data processor and the BoM of Canalway Educate Together, all personal data held by the data processor must be returned to the Board as data controller or in the alternative, it must be entirely deleted from the data processor's systems and files

9. To make available to the controller (BoM) all information necessary to demonstrate compliance with the obligations of the GDPR and to allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller

10. If the processor believes that any instruction it receives from the controller is in breach of the GDPR, the processor shall immediately inform the controller

SIGNED:

Data Processor: \_\_\_\_\_

Chairperson: \_\_\_\_\_

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