

**DATED September 2022**

**(1) SABHAL MÒR OSTAIG (SMO) "THE CONTROLLER"**

**AND**

**(2) NAME OF SCHOOL TO BE ENTERED HERE "THE PROCESSOR"**

**AGREEMENT FOR THE PROCESSING OF PERSONAL DATA BY THE PROCESSOR (DATA PROCESSOR) ON BEHALF OF, AND AT THE INSTRUCTION OF, THE CONTROLLER (DATA CONTROLLER)**

## TERMS AND CONDITIONS

### BETWEEN:-

(1) **Sabhal Mòr Ostaig (SMO)**, whose registered office is: **Sabhal Mòr Ostaig, Teangue, Isle of Skye, IV44 8RQ**, (the "Controller"); and

(2) **Name of School**, (the "Processor"), whose registered office is: **School's postal address** (the "Processor").

### FOR THE PROVISION OF THE FOLLOWING SERVICES:

Inviting participants, recording interviews and returning material to TAD and all other relevant processing required by the "Dualchas sa Choimhearsnachd" Heritage in the Community Project. Specifics of that service being described later in this contract and undertaken subject to any stipulated amendments in schedule 3, and completed and supplied in the manner arranged in schedules 2 and 3.

**IT IS AGREED** as follows:-

#### 1. INTERPRETATION

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

##### Definitions

In these Conditions:

"Change"	means any proposed amendment or variation to the Contract;
"Conditions"	means these terms and conditions;
"Contract Period"	means the period of the Contract as detailed in the Contract;
"Processor Party"	means the Processor and any Sub-Processor;
"Contract Worker"	means an officer, servant, employee or agent of a Processor Party, and any person on or at the Premises in connection with the Contract at the express or implied invitation of the Processor or any other Contract Worker;
"Data Protection Legislation"	"Data Protection Legislation" means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) (GDPR) as retained and amended in UK law (UK GDPR), the EU Data Protection Directive 95/46/EC, the Telecommunications (Lawful Business Practice)

	(Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
“Good Industry Practice”	means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;
“Information Legislation”	means the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004;
“Intellectual Property Rights”	means patents, trademarks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, knowhow, trade or business names and other similar rights or obligations whether registerable or not in any country (including the United Kingdom);
“Law”	means all applicable laws, consents and approvals, including legislative provisions, subordinate legislation, legally binding codes of practice and the common law;
“Parent Company”	means, if the Processor is a “company”, any “company” which is a “holding company” of the Processor, as such terms are defined in section 1159 of the Companies Act 2006;
“Personal Data”	means personal data in terms of the Data Protection Legislation;
“Processing”	means the processing of personal data for the purposes of the Data Protection Legislation;

“Professional Services”	means consultancy services and any services relating to the provision of legal, financial or other specialist advice;
“Secure Deletion” or “Securely Delete”	Securely delete data and (in case of digital deletion sanitise the storage media) to a UK or internationally recognised secure deletion standard, such as HMG Infosec Standard 5 (or equivalent).
“Sub-Contract”	means any contract or proposed contract between the Processor and any third party in respect of the performance of the Contract (or any part thereof). The terms “Sub-Processor” and “Sub-Contracting” shall be similarly construed;

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the parties is to the Controller and the Processor;
- 1.2.2 a reference to a person includes natural persons, companies, partnerships, bodies corporate and other legal entities;
- 1.2.3 a reference to one gender includes references to all other genders;
- 1.2.4 the singular includes the plural and vice versa;
- 1.2.5 any reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted by any subsequent statute, enactment, order, regulation or instrument;
- 1.2.6 any reference to a document shall include any variation, amendment, or supplement to such document;
- 1.2.7 headings are included for ease of reference only and shall not affect the interpretation or construction of these Conditions;
- 1.2.8 references to numbered Clauses and Schedules are, unless otherwise provided, references to Clauses and Schedules of these Conditions;
- 1.2.9 references to Sections are to the sections into which these Conditions are sub-divided;
- 1.2.10 the meaning of general words is not to be restricted by any particular examples preceding or following those general words;
- 1.2.11 an obligation to do something includes an obligation to procure it to be done;
- 1.2.12 an obligation not to do something includes an obligation not to wilfully allow it to be done;
- 1.2.13 the word “including” means “including without limitation”;

- 1.2.14 a reference to "approval" or "consent" shall mean consent in writing; and
- 1.2.15 If more than one person is detailed in the Contract as the Processor, references in this Contract to the "Processor" shall be interpreted and construed as each such person on a joint and several basis.

## **2. WARRANTIES AND REPRESENTATIONS**

- 2.1 The Processor warrants and represents that:
- 2.1.1 the Processor has full capacity and all necessary consents (including but not limited to, where its procedures so require, the consent of its Parent Company) to enter into and to perform the Contract;
  - 2.1.2 to the best of its knowledge there is no inhibition, restriction or prohibition which in any way affects the capacity of the Processor to enter into and perform the Contract;
  - 2.1.3 the Processor shall discharge its obligations under the Contract in accordance with Good Industry Practice;
  - 2.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under the Contract; and
  - 2.1.5 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Processor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Processor's assets or revenue.
- 2.2 To the extent that any Services are to be provided in accordance with the Contract they shall be provided by the Processor in accordance with the Contract with all reasonable skill, care and diligence.
- 2.3 The Processor shall comply with all Laws which are relevant to the Contract.

## **3. DATA PROTECTION AGREEMENT**

- 3.1 Personal Data
- 3.2 Compliance with the Data Protection Legislation

Each Party shall comply with its respective obligations under the provisions of the Data Protection Legislation. In particular, each party shall comply with its respective provisions set out in the UK GDPR. Without prejudice to the meaning afforded to each party under the UK GDPR, the intention of the parties is that in respect of the Controller Data and any personal data processed on behalf of the Controller by the Processor, the Controller shall be the data controller and the Processor shall be a data processor. As used in this Clause the terms "process", "processing", "personal data" and "data subjects" shall have the meanings ascribed to them in the Data Protection Legislation.

- 3.3 Data Processor Obligations

The Processor shall (and shall ensure that its Contract Workers and agents shall):

- a) implement and maintain appropriate technical and organisational measures and safeguards for protection of personal data taking into account the nature of processing, to ensure the rights of data subjects are protected and to ensure that processing will meet the requirements of the UK General Data Protection Regulation. The Technical and organisational measures will meet the conditions in clauses 3.3.b, 3.5. and 3.6 of this agreement.
- b) process data as instructed in schedule 3 (Specific instructions for processing), or any set of procedures named in that schedule. Any instructions in schedule 3 supplement, and do not replace, the obligations in clauses 3.3(a), 3.5 and 3.6.
- c) ensure that all employees and subProcessors authorised to process personal data are subject to binding confidentiality obligations in respect of that personal data;
- d) assist the Controller, using appropriate technical and organisational measures, to fulfil its obligations as controller to respond to requests for exercising of the data subject's rights laid down by Chapter III (3) of the UK GDPR. Such requests from data subjects shall include, though not limited to, requests for information, requests for deletion and amendments of information and requests for the transfer of data;
- e) assist the Controller in ensuring compliance with its obligations in relation to articles 32-36 (inclusive) of the UK GDPR, taking into account the nature of processing and information available to the data processor. This assistance will include the following obligations; security of processing (article 32), data breach notification to supervisory authorities and data subjects (articles 23 and 34), Data Protection Impact Assessments (article 35) and Prior Consultation (article 36).
- f) at the Controller's election, or at the expiration of the 'automatic deletion period' (whichever is sooner), the Processor will Securely Delete or return (as required by the Controller) to the Controller that personal data (and existing copies) relevant to the deletion period or request, (unless Data Protection Legislation requires the data processor to store that personal data);
- g) make available to the Controller all information necessary, and allow for and contribute to audits and inspections conducted by the Controller or the Controller's mandated auditor, to demonstrate the data processor's compliance with its obligations under this agreement and article 28 of the UK GDPR;
- h) immediately inform the Controller if, in the data processor's opinion, any instruction given by the Controller to the data processor is incompatible with current Data Protection Legislation;
- i) maintain a written record of all processing activities under its responsibility and of all categories of processing activities carried out on behalf of the Controller, that satisfies the requirements of the Data Protection Legislation;
- j) cooperate on request with the Information Commissioner's Office (ICO) -the supervisory authority;
- k) notify the Controller after becoming aware of a breach of any personal data supplied by the Controller or any personal data created, analysed, or processed on behalf of the Controller. Notification of breaches must made to the Controller without undue delay, and in no event later than 48 hours after becoming reasonably aware of the breach.
- l) and notify the Controller immediately if it is asked to do something infringing the UK GDPR or other data protection law of the EU or a member state;

- m) take any further action and execute any further documents and amendments to this Contract as may, in the Controller's reasonable opinion, be required to comply with current Data Protection Legislation;
- n) only process personal data in accordance with the Controller's documented instructions consistent with and in the scope of this Contract (unless required to do so by applicable law, in which case the data processor shall inform the Controller of that legal requirement before processing unless prohibited by law on important grounds of public interest);
- o) not process or transfer personal data outside the European Economic Area or, in any way, outside the protections of the UK GDPR (including transfers to international organisations), except with the express prior written consent of the Controller. Any application for such a transfer will be accompanied by details of the Processor's plans for the transfer to comply with Chapter V of the UK GDPR including the lawful basis for transfer and protective mechanism to be engaged.
- p) nothing within this Contract relieves the processor of its own direct responsibilities and liabilities under the UK GDPR.
- q) The Processor shall cooperate with any remediation that the Controller, in its discretion, determines necessary to address any reporting requirements under Data protection legislation or mitigate any effects, or potential effects, arising from any breach of personal data caused by the Processor, or any of its sub-processors,
- r) Must only act on the documented instructions of the Controller; those being the instructions given in this document (including schedules).

3.4 The Processor shall (and shall ensure that its Contract Workers and agents shall):

- a) only engage another processor to carry out specific processing activities (sub-processing) with prior specific or general written authorisation of the Controller,
- b) where sub-processing is authorised by the Controller that other processor (the sub-processor) is subject to a written contract imposing on that other processor the same data protection obligations as are imposed on the data processor in this Contract; and
- c) The processor must impose the same data protection obligations (including appropriate guarantees re security measures etc) as set out in contract between controller and processor; and
- d) The processor must notify controller of any proposed change or addition to the processors agreement or contract with any sub-processors, and do not make such changes that affect the Controller's personal data (including any data for which the Controller is the controller) without the prior specific or general written authorisation of the Controller.
- e) The processor must remain fully liable for the acts and omissions of sub-processors.
- f) Should the Controller grant general permission for the engagement of sub-processors (as allowed by clause 3.4(a)), the Processor shall inform the Controller of any intended changes concerning the addition or replacement of other processors, giving 28 days' notice of any such intended change – this notification will be accompanied by details of the due diligence undertaken by the Processor

in respect of the prospective new processor. The Controller shall retain the right to object to any such change and insist on alternative arrangements.

- 3.5 The Processor agrees that the technical and organisational measures referred to in Clause 3.3(a) above shall ensure a level of security appropriate to the risk, taking into account :-
- 3.5.1) the state of the art, the costs of implementation;
  - 3.5.2) the nature, scope, context and purposes of processing and risks of varying likelihood; and
  - 3.5.3) severity for the rights and freedoms of individuals.
- 3.6 The Processor agrees that the technical and organisational measures to be implemented by them and as referred to in Clause 3.3(a) above shall include, as appropriate: -
- a) pseudonymisation and encryption of personal data;
  - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
  - d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
  - e) maintaining adequate physical controls and password protections for any server or system on which the Data is stored;
  - f) ensuring that Data is not stored on any device (for example, a laptop or smartphone) or transmitted electronically unless encrypted; and
  - g) taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this agreement.
- 3.7 The Processor will indemnify and keep indemnified the Controller on demand from and against any costs, claims, liabilities and expenses (including legal expenses on an indemnity basis) suffered or incurred by the Controller as a result of (i) any failure by the Processor to comply with its obligations under the current Data Protection Legislation, or (ii) any breach by the Processor of this agreement.
- 3.8 The Processor shall, unless completed by the Controller, complete Schedules 1 and 2 to include details of the data to be processed in accordance with Article 28(3) of the UK GDPR including at a minimum the subject-matter, duration, nature and purpose of the processing and categories of data subject and submit Schedules 1 and 2 to the Controller for approval. The Processor shall only process data within the scope of the conditions of schedule 2 applicable to the project (order of work) for which the data is being processed.
- 3.9 Schedule 1 may only be altered by the Controller (or approved by the Controller if completed by the processor).
- 3.10 For the purposes of 3.3(f) the 'automatic deletion period' is 5 days from the date the Controller confirms that the processor project work is complete. The data must be deleted no later than one week after the end of the automatic deletion period.

#### **4. Term of the contract**



4.1 This agreement shall commence on the date this contract is signed by both parties. The agreement will end twenty days after the Controller has confirmed to the Processor that the Processor's project work is complete. The agreement can be terminated at any point by either party.

4.2 Cancellation TERMS.

The controller has the right to cancel giving fourteen days' notice. The Processor has the right to cancel giving six weeks' notice.

## **SCHEDULE 1**

### **DATA PROTECTION: GENERAL DETAILS OF PROCESSING**

Data Processing provision as required by Article 28(3) UK GDPR.

This includes certain general details of the processing of personal data in connection with the Services.

#### **Schedule 1 Part 1: Subject matter and duration of processing**

The subject matter of the processing is:

SMO leads the operational management for the TAD cultural heritage initiative. TAD is undertaking a community heritage project called "Dualchas sa Choimhearsnachd". The aims of the project are to:

- Educate students and teachers on best practice in oral history gathering
- Organise school children gathering oral histories from members of the community
- Recording and publishing those recordings
- Archiving those recordings

The Processor shall process data for as long as is necessary to complete the relevant order of work. The Processor shall retain the data in accordance with the period given in Clause 3.10/Schedule 3.

#### **Schedule 1 Part 2: The nature and purpose of the processing of personal data**

The Processor will process the personal data for the purposes of the project (as set out in the Project Instructions and this agreement), and in accordance with the minimum technical and organisational measures agreed.

#### **Overall purpose of the processing:**

Contribute to the "Dualchas sa Choimhearsnachd" heritage in the community project as instructed by TAD. The Processor will process personal data as set out in the processing instructions in Schedule 3.

#### **Schedule 1 Part 3: The types of personal data to be processed**

Relevant data may include:

- Contact details of potential participants (to contact them to invite them to take part in the project as providers of oral history)
- Contact details of parents of those school pupils who will, or may, take part in the project to provide them with project information and ask them (as appropriate) for parental consent.
- Contact details of participants to administer their taking part in the project as providers of oral history
- Recordings of oral history sessions (containing video and audio of those taking apart – will include school pupils)
- Editing the recordings made in keeping with TAD instructions
- Keeping the recordings, consent forms and contact details safe as set out by TAD
- Providing the recordings, consent forms and requested contact details to TAD as set out by TAD
- Deleting project material at the end of the project

**Schedule 1 Part 4: The categories of data subject to whom processing relates**

- Potential participants
- Participants
- School pupils
- Parents of school pupils

**Schedule 1 Part 5: The obligations and rights of the authority.**

- To uphold the responsibilities of the controller/Controller as outlined in this document.
- To ensure the processor has adequate technical and organisational measures in place.
- To review the processes outlined in this document on an ongoing basis and advise the processor in writing of any amendments.
- To terminate this agreement if there are grounds to do so.

**Schedule 1 Part 6: Duration of the processing**

The duration of this agreement

## SCHEDULE 2

### DATA PROTECTION: ORDERS OF WORK FOR THE SERVICE - SPECIFIC DETAILS OF PROCESSING

This includes certain specific details of the processing of personal data in connection with Contributing to the "Dualchas sa Choimhearsnachd" Heritage in the Community project, referring to individual projects (orders of work). The scope, duration, subject matter, nature, types of data and categories of data subject in this schedule may not exceed or deviate from the general details in schedule 1 without prior written permission of the Controller.

<b>Order of work - reference number</b>	<b>Subject matter and duration of processing</b>	<b>The nature and purpose of the processing of personal data</b>	<b>The types of personal data to be processed</b>	<b>The duration of the processing.</b>	<b>The categories of data subject to whom processing relates</b>	<b>The obligations and rights of the authority.</b>
Order or work 1 - Contributing to the "Dualchas sa Choimhearsnachd" Heritage in the Community project	Per schedule 1	Per schedule 1	Per schedule 1	Per schedule 1	Per schedule 1	Per schedule 1

## SCHEDULE 3

### DATA PROTECTION: SPECIFIC INSTRUCTIONS FOR PROCESSING

This includes certain specific details of the processing of personal data in connection with the services (Contributing to the "Dualchas sa Choimhearsnachd" Heritage in the Community project). The scope, duration, subject matter, nature, types of data and categories of data subject in this schedule may not exceed or deviate from the general details in schedule 1.

#### **Specific instructions for processing data:**

All parties must only process personal data for this purpose as instructed by the Controller. All of these instructions are subject to SMO providing additional, more specific, instructions. The schools will always follow the most specific and up-to-date instructions provided. If the schools cannot follow updated instructions (provided after the instructions below) they must immediately report this to SMO and await instruction. The processing instructions are:

#### **Contact details of potential participants (to invite them to participate in the project)**

Contact details of the potential participants should be kept to a minimum (i.e. phone number, email address) and used only to invite them to participate in the *Dualchas sa Choimhearsnachd* project and to inform them about the arrangements for the day. These contact details should be deleted on completion of the recording.

#### **Contact details of parents of those school pupils who will, or may, take part in the project to provide them with project information and ask them (as appropriate) for parental consent.**

Contact with the parents will be made through the regular channels used by our school partners, and they will be given the parental consent form entitled 'Parents' Consent Form for the Participation in the 'Dualchas sa Choimhearsnachd' Project' along with its subsequent privacy notice, 'Dualchas sa Choimhearsnachd Project Privacy Notice'. This form must be completed and returned to the school before the commencement of the recording.

#### **Contact details of participants to administer their taking part in the project as providers of oral history**

Tobar an Dualchais (Kist o Riches) will provide the school with a form entitled 'Consent Form for Participants (adults) involved in the 'Dualchas sa Choimhearsnachd' Project' to be given to participants (interviewees) to obtain consent for their participation in all aspects of the project. In order to carry out the recordings, these must be provided to and signed by participants \*before\* commencement of the project. These forms will be kept physically for the duration of recording, before being sent to Fraser McRobert, Copyright Officer at Tobar an Dualchais (see below for postal address).

#### **Recordings of oral history sessions (containing video and audio of those taking part – will include school pupils)**

Depending on the chosen participant, we expect the interviewee to be asked general questions concerning Gaelic language and culture, including about their relationship to Gaelic – both when growing up and as an adult. Questions could be about whether Gaelic was spoken when they were growing up, where they learned it, and where they use Gaelic now.

It is expected that there will also be wider conversations related to Gaelic culture too, such as their own life story, local history, song, stories, and folklore that the participant may share with the young people.

Questions which ask the interviewee about the personal lives of other living people not involved in the project should be kept to a minimum where possible – this includes information such as specific personal details or stories about them which may cause offence. Evidently, when conducting an interview it is not possible to completely avoid this and control the flow of the interview, but the protection of personal data should be kept in mind when working with the young people to create questions for the interview.

Once the interviews are completed and sent to Tobar an Dualchais, the recordings will be reviewed and any sensitive data removed from the recording before being made public.

### **Provide all Privacy Notices as Instructed**

In order to meet GDPR requirements, privacy notices must accompany the collection and use of personal data outlining why we are collecting personal data, and how we will manage said data in the future.

On contacting the member of the community to invite them to participate in the *Dualchas sa Choimhearsnachd* project by either telephone or email, the participant must be informed at that time of the corresponding privacy notice, "Privacy Notice Invitation".

By telephone, the privacy notice can be read out loud and the individual pointed in the direction of the Tobar an Dualchais website where the privacy notice will also be available for them to read online.

By email, the Privacy Notice Invitation should be attached to the email invitation in pdf form as supplied to the school by Tobar an Dualchais.

At the time of giving the participant the consent form entitled 'Consent Form for Participants (adults) involved in the 'Dualchas sa Choimhearsnachd' Project', the school must also provide the corresponding privacy notice 'Dualchas sa Choimhearsnachd Project Privacy Notice'.

Similarly, at the time of giving the children's parent or guardian the form entitled 'Parents' Consent Form for the Participation in the 'Dualchas sa Choimhearsnachd' Project', the school must also provide the corresponding privacy notice 'Dualchas sa Choimhearsnachd Project Privacy notice'.

### **Gather, Maintain and Return Consent Records as Instructed**

As mentioned above, consent forms – from both parents and interviewees – should be gathered and kept in a secure place (i.e. a locked drawer or filing cabinet) until the end of the recording. Forms should be placed in an envelope with **the below address**, for which TaD will arrange pick-up by the Royal Mail (via Royal Mail Tracked 48).

**Tobar an Dualchais**

**C/O Fraser McRobert**

**Flat 4**

**50 Milnpark Gardens**

## **Glasgow**

### **G41 1DP**

#### **Editing the Recordings made in keeping with TaD instructions**

The Young People should use free video editing software such as Premier Elements to edit the interviews to carry out basic editing, such as removing gaps, repetition and pauses.

Once the interviews are completed and sent to Tobar an Dualchais, the recordings will be reviewed and further editing may be carried out and sensitive data removed from the recording before being made public.

#### **Transferring the Recordings to Tobar an Dualchais**

Once finished, the recordings must be transferred from the camera equipment to a secure online storage space such as Sharepoint or Onedrive within **one working week**. If still present on the camera's storage system after being moved to a computer, the recording on the camera equipment should be deleted immediately.

Once the initial editing has been carried out by the young people, the recording should be sent to TaD using the UHI Dropbox. A link requesting 'drop-off' of the file will be sent to the teacher involved in the project no less than a day before the recordings commence, and the recording should be deposited here **no more than four weeks after the date of recording**. If this deadline has to be extended due to school holidays/timetabling restrictions, please inform Elsie Maclean, Marketing Officer at Tobar an Dualchais, as soon as possible.

#### **Deleting Project Material at the End of the Project**

Once the video recordings have been successfully carried out and transferred to Tobar an Dualchais, the recordings held by the school should be deleted **within one week**. **This includes any films that may be held on the video-editing software used**. The recordings will then be made available online on the Tobar an Dualchais website to be used as a learning resource in the classroom.

#### **Minimum technical and organisational measures to be in place when processing personal data:**

- At all times, the instructions will only be carried out by processor staff who have received data protection training within the last two years. The processing will be carried out diligently and with due regard to the Data Protection Act 2018, UK GDPR, and the instructions in this agreement.
- If the processor is ever in doubt it will contact the Controller.
- The Processor will securely delete personal data at the end of the relevant period. For hard copy data on paper this means cross-cut shredding. For digital data it means deleting and deleting from 'deleted items' or 'recycle bin' or equivalent'. For any other media the Processor will ask the Controller for specific deletion instructions.
- The Processor will maintain article 28-compliant data processing agreements with its sub-processors throughout the processing period and will monitor the performance of such processors will regard to data protection and information security standards.
- The Processor will not process Controller data outwith the UK or make any restricted transfer of Controller data outwith the UK without the Controller specific written

approval being granted in advance. For the avoidance of doubt, Controller data means all personal data created or processed at the instruction of the Controller.

- The Processor's staff will abide by UHI's ICT acceptable use policy when using UHI's software or the UHI external account granted to them.

**By signing this agreement the parties confirm that they accept its terms.**

**Organisation:** .....

**Signature**..... **Date** .....

**Organisation:**.....

**Signature**..... **Date**.....