



FSC as Third-Party Data Processor - Compliance Agreement Form (DPA_03)

Section 1: The Principles of the Agreement under the GDPR (2016) and the Data Protection Act (2018)

Due to the nature of the work that FSC carries out for its customers on site at its field centres and offsite at field locations, it is a requirement that we obtain key personal information about course attendees for operational and health & safety reasons.

The FSC will therefore fall within the definition of a “data processor” for you as “data controller” to personal information that you agree to supply to us under these conditions as part of a booking.

This means that under the GDPR (2016) and the Data Protection Act (2018):

- you, as data controller, have obligations to ensure that we provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the general data protection regulations and ensure the protection of the rights of the data subject, and;
- you, as data controller, require a written agreement with us that clearly states that we as a third-party data-processor we will perform that function under full compliance of the General Data Protection Regulations

The information below sets out this agreement between you as data-controller and the Field Studies Council as data-processor and provides the assurances that we have the appropriate technical and organisational measures in place to act as data processor in a manner that is compliant with the GDPR and Data Protection Act 2018.

AGREEMENT BETWEEN:

(1)

The "Data Controller", having its registered address at,

and;

- (2) Field Studies Council, Head Office, Preston Montford, Montford Bridge, Shrewsbury, Shropshire. SY4 1HW
(the "Data Processor")

Under the terms of the General Data Protection Regulations (2016) and Data Protection Act 2018, the organisation (1) named above is identified as data controller of personal data supplied to the Field Studies Council.

This agreement with the Field Studies Council (hereinafter referred to as FSC) sets out the FSC's responsibilities as a third-party data-processor for schools, colleges, universities, and other organisations (as data-controller) who enter into a booking agreement with us and provide FSC with personal details of course attendees.

This agreement is to ensure the protection and security of data passed from the Data Controller (you) to the Data Processor (FSC). This agreement exists to ensure sufficient guarantees are in place to qualify that data-processing carried out on behalf of you, complies with the data protection obligations as set out in Article 5(2) of the GDPR that states: “the controller shall be responsible for, and be able to demonstrate, compliance with the principles.”

Under the terms of the GDPR Article 28 (2), the data-processor shall not engage another processor without prior specific or general written authorisation of the controller. It is necessary as a data-processor that we engage the services of GDPR compliant sub-processors to store/process personal information securely within the EU (Microsoft, SkyKick and Cinolla) and therefore in entering a contract with us, you (as data controller) accept this as written agreement between FSC and you (as data-controller) to allow our use of these sub-processors where necessary.



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Section 2: Agreed Processing

- Group details including group name, and group leader/tutor/teacher details for logistical purposes.
- Course attendee details – including name, gender, special & dietary requirements. This information will be used for education, hospitality and catering teams to fulfil operational needs in allocating suitable rooms, classes and catering for specific needs, in addition to health & safety requirements in generating 'onsite' lists for fire roll call/assembly purposes. Medical and special needs details e.g. conditions, allergies, required medication, special requirements to ensure the appropriate provision at an FSC centre and onsite at fieldwork locations. Medical and emergency contact details are required to enable FSC centre staff to respond appropriately/accordingly should an incident arise where circumstances dictate that FSC staff need to use/disclose this information (e.g. to emergency services). Course attendee details will only be retained for the duration of the visit.
- Accident/Incident Forms – data processing of personal information as a legal requirement. This information will be retained for up to 21 years (in case of retrospective negligence claims) and will only be disclosed with third-parties under legal necessity (e.g. Health & Safety Executive, Environmental Health, Trading Standards, Insurance)

Section 3: FSCs Responsibilities as Data Processor

Data processed by FSC (as a third party) should only be used for the purposes as specified in “Section 2” of this agreement and any additional processing as authorised by you. Upon fulfilment of the booking contract or upon termination of this data-processing agreement, all personal data provided (except where we have legitimate/legal reason for retention) shall be destroyed in a confidential and secure manner or returned to the you (as data-controller).

This agreement draws attention to the General Data Protection Regulations (2016), the Data Protection Act (2018) and the key principles upon which FSC will adhere to. These key principles state that data must be:

- a) processed lawfully, fairly and in a transparent manner in relation to individuals;
- b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that inaccurate personal data is erased or rectified without delay;
- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest,
- f) processed in a manner that ensures appropriate security of personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate measures.

Under this agreement, the FSC will therefore;

- only use the personal data provided/obtained for the purposes as specified in “Section 2” of this agreement, or additionally agreed with you as data-controller.
- take reasonable steps to ensure the integrity of our employees with access to personal data.
- ensure our employees who handle/process personal data, receive data protection training and are aware of the General Data Protection Regulations in relation to their job role/position.



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- ensure persons authorised to process personal data have committed themselves to a confidentiality agreement as part of their terms and conditions of employment as stated as a requirement in article 28 (3b) of the GDPR.
- take reasonable steps to ensure the security of personal data, protecting it against unauthorised processing, accidental loss, damage or destruction.
- report to you (as data-controller) within 24 hours of any actual or potential/suspected security breaches.
- promptly notify you (as data-controller) if we receive a request from a "Data Subject" to obtain access to personal data or any request or complaint relating to personal data for which you are data-controller.
- provide full cooperation and assistance to you as data-controller in relation to any such complaint or request
- not disclose personal data beyond our necessary third-party processors, unless this is in the interests of the individual concerned e.g. disclosure to the emergency services in case of medical emergency.
- ensure that personal data stored electronically is secure and retained within the EU.
- permit you as data-controller or its duly authorised representatives, to inspect our data processing activities.
- comply with all reasonable requests from you as data controller to enable verification that FSC is GDPR compliant.
- ensure written agreements in place with sub-processors to the same/similar standards to ensure GDPR compliance.

At the request of you (as data-controller), FSC will immediately;

- stop processing all or any personal data
- correct any personal data
- confirm any disclosures made in relation to personal data and provide copies
- assist as appropriate, you (as data-controller) in responding to any enquiry by the Information Commissioner.

In the event of any termination of this agreement, FSC shall:

- Immediately cease processing the personal data
- Promptly destroy or return all copies of the personal data and certify that it has done so, unless it is prevented by law or any regulatory authority from destroying or returning all or part of such data, in which case it shall keep such data confidential and shall not process it further.

In signing this statement, FSC is confirming it has taken all necessary steps to comply with the principles of the General Data Protection Regulations (2016) and the Data Protection Act (2018).

Name: Gary Foster

Name:

Position: Data Protection Officer

Position:

Signed on behalf of:

Signed on behalf of:

Field Studies Council (FSC)

Signature:

Signature:

Date: 20th October 2020

Date: Please retain this agreement for your records.