

Field Studies Council (as Third-Party Data Processor) Data Compliance Statement

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

Due to the nature of the work carried out and services provided by Field Studies Council on behalf of its customers both on-site at its Centres and off-site at field locations, it is necessary that Field Studies Council are provided with key details about course attendees for operational and health & safety reasons. Field Studies Council therefore act as “data processor” for your organisation, when you as 'data controller' instruct Field Studies Council to service the needs of your group/organisation by placing a booking with us.

This means that under the GDPR (2016) and the UK 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

This data compliance statement sets out this written 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 UK 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 the UK 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 sets out the responsibilities of Field Studies Council as a third-party data-processor for schools, colleges, universities, and other organisations (as data-controller) who engage the services of Field Studies Council and in doing so, share personal details about attendees to enable Field Studies Council to fulfil the customer's requirements safely and appropriately.

This agreement is to ensure the protection and security of data passed from the Data Controller as stated in [1] to the Data Processor as stated in [2] (Field Studies Council). 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” as incorporated into the UK Data Protection Act (2018).

Under the terms of the GDPR Article 28 (2), it is a requirement that the data-processor shall not engage another processor without prior specific or general written authorisation from the data controller. By engaging Field Studies Council to deliver services for you (as stated in [1]), and entering into a booking contract with us, you (as data controller) via this written agreement between [2] Field Studies Council and [1] you (as data-controller) agree to authorise the use of the following sub-processors where necessary - Microsoft, Onega/SkyKick, and Cinolla.

Section 2: Agreed Processing

- Group leader details for logistical purposes and communication.
- Booking attendee details – including name, sex, special & dietary requirements. These details are required for education, hospitality and catering teams to fulfill operational needs in allocating suitable rooms, classes, support, and provision 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 Field Studies Council Centres and onsite at field locations. Medical and emergency contact details are required to enable Field Studies Council staff to respond appropriately should an incident arise where circumstances dictate the need to use/disclose this information e.g. to emergency services. Booking attendee details will only be processed and retained for the duration of an active booking (booking creation to 28 days after departure).
- Accident/Incident Forms – data processing of personal data as a legal requirement. Field Studies Council will be data controller for this information. Accident/Incident data will be retained for up to 21 years (in case of retrospective negligence/litigation claims) and will only be disclosed with third-parties under legal necessity e.g. Health & Safety Executive, Environmental Health, Trading Standards, Insurance Companies etc.

Section 3: Field Studies Council and its Responsibilities as Data Processor

Data processed by Field Studies Council (as a third party) will only be used for the purposes as specified in 'Section 2' of this agreement and any additional processing as authorised by you. Upon fulfilment (or cancellation) 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 UK Data Protection Act (2018) and the key principles upon which Field Studies Council 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, Field Studies Council 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.

- 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 UK and EU (Ireland).
- permit you as data-controller or its duly authorised representatives, to inspect our data processing activities.
- comply with reasonable requests from you as data controller to enable verification that we are UK DPA compliant.
- ensure written agreements in place with sub-processors to the same standards to ensure UK DPA compliance.

At the request of you (as data-controller), Field Studies Council 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, Field Studies Council 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, Field Studies Council is confirming it has taken all necessary steps to comply with the principles of the General Data Protection Regulations (2016) and the UK Data Protection Act (2018).

Signed on behalf of [2], the data-processor:

Name: Gary Foster

Position: Data Protection Officer

Signed on behalf of:

Field Studies Council

Signature:



Date:

22 November 2023

Signed on behalf of [1], the data-controller:

Name:

Position:

Signed on behalf of:

Signature:

Date:

As data controller, please sign **and retain** this agreement for your records.