**Schedule [ ] – University as a Controller - Processor Appointment**

***[Note: this Schedule contains the necessary clauses to ensure compliance with the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 where the University is a Controller and is required to appoint a processor under a contract]***

***[Note: This Schedule is intended to be appended to a contract. The data protection clause of a contract will need to be amended to state “The parties agree that the provisions of Schedule [ ] shall apply. in respect of the parties’ data protection obligations under this Agreement.”]***

* 1. In this Schedule:
     1. “**Data Protection Legislation**”shall mean the Data Protection Act 2018, or, for the period it remains in force in the UK, the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) (as applicable) and any other applicable laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time);
     2. “**Data Subject**”**,** “**Controller**”**,** “**International Organisation**”**,** “**Personal Data**”, “**Processor**”and“**Processing**”have the same meaning as in the GDPR;
     3. “**Third Country**” means any country other than the UK, a European Union Member State or a member of the European Economic Area at the time of transfer of University Personal Data.
     4. “**University Personal Data**” means any Personal Data Processed by the Contractor on the University’s behalf under this Agreement.
  2. For the purposes of the Data Protection Legislation, the Contractor is a Processor acting on behalf of the University of Westminster (“**University**”) and, for the purposes of this Agreement:
     1. the types of Personal Data are: [*insert details e.g. names and contact details of the University’s staff and students]* and the categories of Data Subjects are: [*insert details e.g. staff and students*]; and

**[*Note: The types of Personal Data and categories of Data Subjects will need to be amended to reflect the subject matter of each contract to which this Schedule is appended to]***

* + 1. the nature/purpose of the Processing is to enable the Contractor to carry out the Services (which form the subject matter of the Processing) and the duration of the Processing shall be the term of this Agreement.

***[Note: This Schedule has been prepared on the basis that it will be used in contracts for services only. If this Schedule is to be used for other purposes then the references to Services will need to be amended accordingly]***

* 1. The Contractor shall comply with its obligations under the Data Protection Legislation and shall, in particular:
     1. process the University Personal Data only to the extent necessary for the purpose of providing the Services and in accordance with the University's written instructions (including with respect to transfers of University Personal Data to a Third Country or to an International Organisation);
     2. implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to University Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
     3. ensure that any employees or other persons authorised to Process the University Personal Data are subject to appropriate obligations of confidentiality;
     4. on request by the University and taking into account the nature of the Processing and the information available to the Contractor, assist the University in ensuring compliance with its obligations under Articles 32 to 36 of the GDPR (where applicable) in respect of the University Personal Data;
     5. not transfer the University Personal Data to a Third Country or to an International Organisation without the prior written consent of University;
     6. not engage any third party to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the University and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data processing obligations equivalent to those set out in this Schedule;
     7. notify the University, as soon as reasonably practicable, about any request or complaint received from a Data Subject (without responding to that request, unless authorised to do so by the University) and assist the University by technical and organisational measures, insofar as possible, for the fulfilment of the University’s obligations in respect of such requests and complaints;
     8. notify the University without undue delay on becoming aware of a Personal Data breach;
     9. on request by the University, make available all information necessary to demonstrate the University 's compliance with this Schedule and on reasonable advance notice in writing otherwise permit, and contribute to, audits carried out by the University (or its authorised representative) with respect to the University Personal Data;
     10. on termination or expiry of this Agreement, destroy, delete or return (as the University directs) all University Personal Data and delete all existing copies of such data unless required by law to keep or store such University Personal Data.
  2. The University acknowledges that clause 1.3.1 shall not apply to the extent that the Contractor is required by law to Process the University Personal Data other than in accordance with the University’s instructions and the Contractor acknowledges that, in such a case, it must promptly inform the University of the relevant legal requirement prior to Processing (unless the law prohibits the provision of such information on important grounds of public interest).
  3. The Contractor warrants that in carrying out its obligations under this Agreement it will not breach the Data Protection Legislation or do or omit to do anything that might cause the University to be in breach of the Data Protection Legislation.
  4. The Contractor shall indemnify and keep indemnified the University against all costs, claims, damages or expenses incurred by the University or for which the University may become liable due to any failure by the Contractor to comply with its obligations under this Schedule.

*[Note: We have included this indemnity in case there isn’t one already included in the liability provisions of the agreement this Schedule is being appended to. If there is already an indemnity for data protection in the agreement, then remove this clause 1.6.]*

* 1. The University may, at any time on not less than 30 days’ notice, revise this Schedule by replacing it with any controller to processor standard clauses adopted in accordance with Article 28 of the GDPR.