

DATA-SHARING/TRANSFER AGREEMENT BETWEEN

FINGAL COUNTY COUNCIL (the Controller)

And

INSERT NAME OF COMPANY (the Processor)

This agreement covers the protection of Personally Identifiable Information (PII) data being transferred from the controller to a third party outside the Council for a particular purpose or activity which may involve the processing or manipulation of that data.

This **Data** (*Sharing/Transfer/Processing*) **Agreement** is made **XXth Month Year**

BETWEEN

Fingal County Council

(herein referred to as the 'Data Controller')

AND

INSERT NAME OF COMPANY

(herein referred to as 'Joint Data Controller/Data Processor')

together as the 'Parties'

WHEREAS

A. The Data Processor has agreed to act on behalf of the Data Controller in **NAME OF PROJECT/JOB**, and to process certain Personally Identifiable Information or Personal Data as part of this process, such as **INSERT DESCRIPTION OF PII BEING PROCESSED INCL. CATEGORY – e.g. Name, Address, Telephone number**)

B. The legal basis for the local authority to carry out this function can be found in **(ENTER NAME OF SECTION, ACT & YEAR)**
General Data Protection Regulation (EU) 2016/679, Article 6
Data Protection Act 2018, Section 38
Housing Acts 1966 - 2014

1. Definitions

- (i) **'Data Protection Law'** means the EU GDPR 2016/679 and the Data Protection Act 2018
- (ii) The terms **'Personal Data'**, **'Personally Identifiable Information (PII)'**, **'Data Breach'**, **'Data Breach Notification'**, **'Data Controller'**, **'Data Processor'**, **'Data Subject'**, **'Process'**, **'Data Protection Officer'**, and **'Data Protection Commissioner'** shall all have the meanings given to them by Data Protection Law.

2. Obligations Under Data Protection Law

- (a) The Parties agree that to the extent that they Process Personal Data referable to or gathered from EU residents, they shall comply with Data Protection Law.
- (b) The Data Controller is responsible for implementing appropriate technical and organisational measure to ensure and to demonstrate that Data Processing activities are carried out in compliance with Data Protection Law, including producing and implementing data protection policies and procedures, publishing privacy statements, any Data protection Impact Assessment deemed necessary, and keeping a record of data processing.
- (d) The Data Processor shall cooperate with the Data Controller and take reasonable steps requested by the Data Controller where required, for the Data Controller to comply with any notification, inquiry, investigation or consultation request received from a Supervisory Authority or other obligations applicable to the Data Controller under Data Protection Law.

3. Roles of the Parties

- (a) In order to fulfil its obligations under this Agreement, the Data Processor may from time to time be authorised to gather, collect, transfer or process the Personal Data of Data Subjects. The Parties agree that at all times (*name of company/organisation*) will act as Data processor in respect of any Personal Data which it processes and Fingal County Council (hereinafter referred to as FCC) will act as Data Controller.

- (b) To the extent that the Data Processor processes Personal Data for and/or on behalf of the Data Controller, the Data Processor undertakes to:
- (i) act solely as Data Processor and process such Personal Data only to the extent, and in such a manner, as is necessary for the purpose of complying with the terms of this Agreement and in accordance with the Data Controller's documented instructions from time to time;
 - (ii) promptly comply with any request from the Data Controller requiring the Data Processor to amend, transfer, or delete any Personal Data;
 - (iii) Promptly assist the Data Controller in any matter relating to the fulfilment of Data Subject rights under Data Protection Law;
 - (iv) Promptly assist the Data Controller in meeting its obligations under Articles 32 to 36 of the EU GDPR 2016/679;
 - (v) assist the Data Controller in the preparation of a Data Protection Impact Assessment if/when required;
 - (vi) notify the Data protection officer of the Data Controller if it receives any complaint, notice or communication which relates directly or indirectly to the Processing of Personal Data or to either party's compliance with Data Protection Law, and provide the Data Controller with full co-operation and assistance in relation to any such complaint, notice or communication;
 - (vii) at the Data Controller's request, the Data Processor shall provide to the Data Controller a copy of all PII held by it in the format and on the media reasonably specified by the Data Controller;
 - (viii) on the termination of this Agreement, the Data Processor will, on the instruction of the Data Controller, either delete or return all of the PII which it is Processing for and on behalf of the Data Controller;
 - (ix) make available to the Data Controller all information which is necessary to demonstrate compliance with Data Protection Law and, on the provision of reasonable notice, permit the Data Controller to carry out audits of the Data processor's technical and organisational measures for the protection of Personal Data;
 - (x) notify the Data Protection Officer of the Data Controller immediately, if any Personal data which it Processes on behalf of the Data Controller is lost or destroyed or becomes damaged or unusable or becomes available or accessible to unauthorised third parties;
 - (xi) ensure that access to the PII which the Processor processes on behalf of the Data Controller is limited to: (a) those employees and contractors who need access to the personal data to meet the Data Processors obligations under this agreement; and (b) in the case of any access by any employee and/or contractor, to only such part or parts of the Personal Data as is strictly necessary for the performance of that employee's duties; and

- (xii) ensure that all employees, agents and contractors; (a) are informed of the confidential nature of the Personal Data being processed for or on behalf of the Data Controller; (b) have undertaken training in the laws relating to the handling of Personal Data; and (c) are aware both of the Data Processor's duties and their personal duties and obligations as data processors under Data Protection Law and under this Agreement.

4. Sub-Processors

- (a) The Data Processor may only authorise a third party (a "Sub-Processor") to process the PII being processed on behalf of the Data Controller with the prior written approval of the Data Controller and providing that:
 - (i) In the case of general written authorisation, the processor shall inform the controller of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes.
 - (ii) That the Sub-Processor's contract is on terms which are substantially the same as those set out in this Agreement: and
 - (iii) That the Sub-Processors' contract terminates automatically on termination of this Agreement for any reason.
- (b) Where the Data Processor appoints or otherwise uses the services of a Sub-Processor, the Data Processor shall be fully liable to the Data Controller for the performance of the Sub-Processor.
- (c) The Data processor shall inform the Data Controller of any intended changes concerning the addition or replacement of other Processors, thereby giving the Data Controller the opportunity to object to such changes.

5. Data Breach

If the Data Processor, its employees, agents, or service providers, suffers a Personal Data Breach, the Data Processor shall notify the Data Controller without undue delay and provide the Data Controller with such assistance that the Data Controller may need in order to fully comply with Data Protection Law, and to carry out any instructions, investigations or directions given by the Office of the Data Protection Commissioner at no additional cost to the Data Controller.

6. Transfers Outside the EEA

The Data Processor undertakes not to remove or transfer personal Data which it may process on behalf of the Data Controller from the European Economic Area without

- (i) informing the Data Controller
- (ii) getting signed approval from the Data Controller, and
- (iii) having an appropriate transfer mechanism in place which is compliant with Data Protection Law.

The Data Processor also undertakes to notify the Data Controller of any transfers of Personal Data to the UK, in order to facilitate preparations for Brexit.

7. Technical and Organisational Matters

- (a) The Data Processor warrants that it shall at all times have appropriate technical and organisational measures in place to protect and secure any Personal Data which it holds for or on behalf of the Data Controller against accidental or unlawful disclosure or access, and that having regard to the state of technological development and the cost of implementing any measures, such measures shall provide a level of security appropriate to the risk represented by the processing and the nature of the Personal Data to be protected.
- (b) The Data Processor will review its internal procedures from time to time to ensure that an appropriate level of security is deployed in order to ensure compliance with Data Protection Law, in particular Section 32 of the EU GDPR 2016/679.
- (c) The Data processor shall, at the request of the Data Controller, provide a detailed, written examination and full details of the appropriate technical and organisational measures taken by or on behalf of the Data Processor to demonstrate compliance with Data Protection Law.

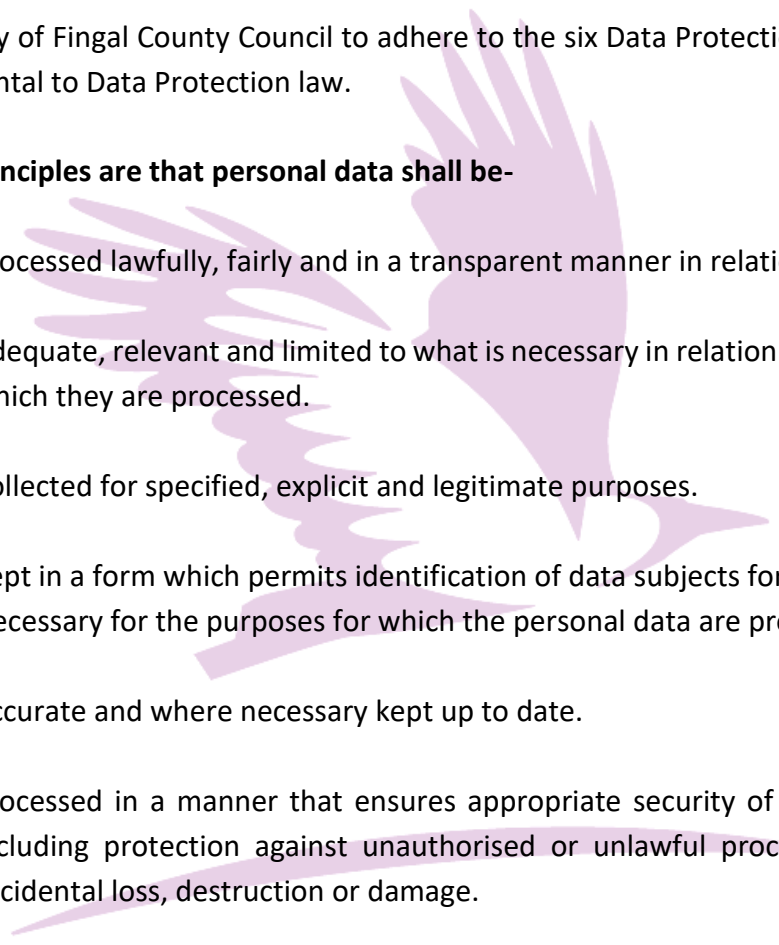
8. Contract

Processing by the Data Processor shall be governed by a contract or other legal act under Union or Member State law, that is binding on the Data Processor with regard to the Data Controller and that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller.

9. Respect of Data Protection Rules.

It is the policy of Fingal County Council to adhere to the six Data Protection Principles which are fundamental to Data Protection law.

The Principles are that personal data shall be-

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1. Processed lawfully, fairly and in a transparent manner in relation to individuals.
 2. Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.
 3. Collected for specified, explicit and legitimate purposes.
 4. 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.
 5. Accurate and where necessary kept up to date.
 6. Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

10. Review of this Policy Document

It is the policy of Fingal County Council to review this policy periodically in light of its operation and in terms of new legislative or other relevant factors and following guidance from the Office of the Data Protection Commissioner.

Document Control

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Approved by Member of Management Team	Signed	Approved by Member of Management Team FCC on: _/_/_/____	
Approved by On behalf of the Processor named in the Agreement	Signed	Date _/_/_/____	
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