# SHELTERMANAGER LTD

## CUSTOMER DATA PROCESSING AGREEMENT

AGREEMENT DATED [                    ]

BETWEEN:

(1)     **SHELTERMANAGER LTD** and

(2)     [                              ]  ( "The Customer")

BACKGROUND

(A)     This Agreement is to ensure there is in place proper arrangements relating to personal data passed from the Customer to the Processor (Sheltermanager Ltd).

(B)     This Agreement is compliant with the requirements of Article 28 of the General Data Protection Regulation.

(C)     The parties wish to record their commitments under this Agreement.

IT IS AGREED AS FOLLOWS:

1.      DEFINITIONS AND INTERPRETATION

        In this Agreement:

        "Data Protection Laws" means the Data Protection Act 1998, together with successor legislation incorporating GDPR;

        "Data" means personal data passed under this Agreement, being in particular details of people with a relationship to the Customer (eg: People relinquishing and adopting animals, reporting lost and found animals, securing a position on a waiting list to relinquish an animal, etc.)

        "GDPR" means the General Data Protection Regulation;

        "Services" means supply of online software through the sheltermanager.com website and a database.

2.      DATA PROCESSING

        The Customer is the data controller for the Data and Sheltermanager Ltd is the Data Processor for the Data.  The Data Processor agrees to process the Data only in accordance with Data Protection Laws and in particular on the following conditions:

        a.      the Processor shall only process the Data (i) on the written instructions from Customer (ii) only process the Data for completing the Services and (iii) only process the Data in the UK with no transfer of the Data outside of the UK (Article 28, para 3(a) GDPR);

        b.      ensure that all employees and other representatives accessing the Data are (i) aware of the terms of this Agreement and (ii) have received comprehensive training on Data Protection Laws and related good practice, and (iii) are bound by a commitment of confidentiality (Article 28, para 3(b) GDPR);

        c.      Customer and the Processor have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with Article 32 of GDPR, details of those measures are set out under Part A of the Annex to this Agreement (Article 28, para 3(c) GDPR);

d.  the Processor shall not involve any third party in the processing of the Data without the consent of Customer.  Such consent may be withheld without reason.  If consent is given a further processing agreement will be required (Article 28, para 3(d) GDPR);

e.  taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, in so far as this is possible, for the fulfilment of Customer obligation to respond to requests from individuals exercising their rights laid down in Chapter III of GDPR – rights to erasure, rectification, access, restriction, portability, object and right not to be subject to automated decision making etc (Article 28, para 3(e) GDPR);

f.  assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR – security, notification of data breaches, communication of data breaches to individuals, data protection impact assessments and when necessary consultation with the ICO etc, taking into account the nature of processing and the information available to the Processor (Article 28, para 3(f) GDPR);

g.  at Customer choice safely delete or return the Data at any time. [It has been agreed that the Processor will in any event securely delete the Data at the end of the Services].  Where the Processor is to delete the Data, deletion shall include destruction of all existing copies unless otherwise a legal requirement to retain the Data.  Where there is a legal requirement the Processor will prior to entering into this Agreement confirm such an obligation in writing to Customer.  Upon request by Customer the Processor shall provide certification of destruction of all Data (Article 28, para 3(g) GDPR);

h.  make immediately available to Customer all information necessary to demonstrate compliance with the obligations laid down under this Agreement and allow for and contribute to any audits, inspections or other verification exercises required by Customer from time to time (Article 28, para 3(h) GDPR);

i.  arrangements relating to the secure transfer of the Data from Customer to the Processor and the safe keeping of the Data by the Processor are detailed under Part A of the Annex.

j.  maintain the integrity of the Data, without alteration, ensuring that the Data can be separated from any other information created; and

k.  immediately contact Customer if there is any personal data breach or incident where the Data may have been compromised.

3.  <u>Termination</u>

The Customer may immediately terminate this Agreement on written notice to the Processor. However, this agreement is the only one under which services will be supplied to the Customer and terminating this agreement will terminate the Services.

The Processor may not terminate this Agreement without the written consent of Customer.

4.  <u>General</u>

a.  This Agreement may only be varied with the written consent of both parties.

b.  For the purposes of this Agreement the representatives of the Processor are detailed under Part B of the Annex.

c.  This Agreement represents the entire understanding of the parties relating to necessary legal protections arising out of their data controller/processor relationship under Data Protection Laws.

d.  This Agreement is subject to English law and the exclusive jurisdiction of the English Courts.

For and on behalf of Sheltermanager Ltd
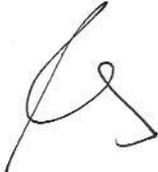
Robin Rawson-Tetley (Managing Director, Sheltermanager Ltd)

For and on behalf of the Customer

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**ANNEX**

**Part A**

<u>Compliance with Article 32, para 1 of GDPR</u>

1.      Consideration of anonymisation, pseudonymisation and encryption.

        The software supplied by Sheltermanager Ltd will encrypt data at rest where possible and always in transit between the Customer and Processor.

        The software has features to automatically anonymise personal data after a set period of time, however they need to be enabled by the Customer and a suitable period chosen.

2.      The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and related services.

        Pro-active security measures are taken to keep data safe. Data will only be stored in facilities with electronic and physical security to the standards laid out in ISO 27001

3.      The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

        Backups to a second UK location are performed weekly, in the event of disaster, alternative servers will be provisioned and access to personal data will be restored as quickly as possible from backups.

4.      A process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures for ensuring the security of the processing.

        Sheltermanager Ltd  regularly conducts tests of electronic security measures and performs security code audits. Appropriate security patches will be applied to servers in a timely manner.

<u>Compliance with Article 32, para 2 of GDPR</u>

5.      In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to data transmitted, stored or otherwise processed.

        As described above, data will be encrypted in transit and at rest where possible using industry-standard encryption techniques. Data will only be accessed by Sheltermanager Ltd staff as part of any support request.

<u>Compliance with Article 32, para 3 of GDPR</u>

6.      Adherence to an approved code of conduct referred to in Article 40 (GDPR) or an approved certification mechanism as referred to in Article 42 (GDPR) may be used as an element by which to demonstrate compliance with the requirements set out in para 1 of GDPR – see above.

<u>Compliance with Article 32, para 4 of GDPR</u>

7.      The Processor to ensure that anyone acting on their behalf does not process any of the Data unless following instructions from the Customer unless they are required to do so under English law.

**ANNEX**

**Part B**

Sheltermanager (Processor) representative shall be Robin Rawson-Tetley or such other person as shall be notified by Sheltermanager Ltd.