

DDLETB Service Agreement / Data Processing Agreement

This Agreement is being made between:

Dublin and Dún Laoghaire Education and Training Board and **NAME OF SERVICE PROVIDER**
FROM **ADDRESS OF SERVICE PROVIDER**

We, the Service Provider named above, agree to the following stipulations:

1. To act only on the instruction of the data controller (i.e. DDLETB)
2. To comply with the obligations imposed on data controllers by section 2(1)(d) of the Data Protection Acts (i.e. to ensure that appropriate steps are taken against the accidental destruction, damage or loss of data)
3. To ensure that the data processor provides sufficient guarantees in respect of technical security measures and organisational measures governing the processing.
4. We will provide a warranty and indemnity to the DDLETB for any breaches of the provisions of the contract or the data processor's obligations under law. This includes a warranty to use trained, competent and compliant staff. We will fully indemnify DDLETB where this warranty is breached.
5. We will undertake to provide prompt and full assistance to enable DDLETB to comply with any access request received by DDLETB.
6. The retention period for CCTV images/recordings should be a maximum of 28 days, unless where the CCTV images/recordings capture issues (such as criminal behaviour or a risk to health and safety) and the CCTV images/recordings are retained to investigate that issue.
7. We agree to inform the Chief Executive Officer of Dublin and Dún Laoghaire ETB immediately where there are any data security breaches in our organisation. We will contact the Principal/ Centre Manager of the school/centre and the Chief Executive Officer of Dublin and Dún Laoghaire ETB should a breach occur.
8. We acknowledge and accept DDLETB's right to enter into our premises to check compliance with the commitments in the agreement/contract (especially the security obligations).
9. We have appropriate security measures in place to prevent unauthorised access to, or unauthorised alteration, disclosure or destruction of, the data, in particular where the processing involves the transmission of data over a network and against all unlawful forms of processing. We have appropriate access controls to image storage or having robust encryption where remote access to live recording is permitted.
We will ensure that we have a copy of the DDLETB's Personal Data Security Breach Code of Practice and that we are committed to complying with the terms of that Code of Practice.
10. On termination or expiry of the contract for any reason, all personal data held by our organisation will be either returned to the data controller or deleted entirely from the our systems and files.

SIGNED ON BEHALF OF THE SERVICE PROVIDER _____

NAME OF SERVICE PROVIDER _____

Date: _____